



## STANDARD BID CONDITIONS

H-17-235P

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. Personal and company checks are not acceptable as Bid Bonds. Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. Personal and company checks are not acceptable as Performance Bonds. In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

# **ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT NOTICE OF NONDISCRIMINATION**

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: [joanna.mcfadden@ahtd.ar.gov](mailto:joanna.mcfadden@ahtd.ar.gov)

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Arkansas State Highway & Transportation Department  
Materials Division

Specifications of Maintenance/Calibration  
to be Performed on the Pine / Test Quip Gyratory Compactors

1. The Pine / Test Quip Gyratory Compactors shall be systematically inspected to insure all wearable parts both electrical and mechanical are in proper working order.
2. Gyratory compactors shall be cleaned and lubricated. This should include all hydraulic pumps and reservoirs, gearboxes, motors or transmissions, and chain drive systems as appropriate. Any hydraulic leaks found should be repaired.
3. The roller clearances and zero stop positions shall be checked and verified as appropriate.
4. The electrical components, circuit boards, and connections including machine covers and service panels shall be checked for tightness in order to prevent electrical injury and any possibility of short circuits.
5. All critical voltage levels shall be checked and adjusted to proper operating parameters to insure serviceability of the compactors.
6. All safety devices and interlocks shall be tested for proper operations.
7. Costs for all parts required to be replaced will not be considered included in the price quote for Maintenance / Calibration. However, a list of parts and part numbers shall be provided to AHTD Materials Division Representative at time of Service and Calibration. If additional Maintenance / Calibration time is required it shall be at bid price per bid per unit.
8. A NIST traceable calibration shall be performed on the interior angle, pressure, height, and rotational speed (AASHTO T 312 and TP 71) of the gyratory compactors. The interior angle shall be calibrated to fall within the limits  $1.155^{\circ}$ - $1.165^{\circ}$ . The exterior angle shall be recorded after the interior angle has been calibrated. Each gyratory compactor will be tagged with the date of the calibration and identification of the company that performed the calibration. Note: For the Pine AFGB1A and Test Quip BGC-1, the internal angle shall be calibrated to fall within the limits of  $1.185^{\circ}$ - $1.195^{\circ}$  if room temperature molds are being used.
9. The internal diameter (I.D.) of molds will be inspected to insure that the I.D.'s are within specification limits. I.D.'s will be checked from the top to the bottom of the molds at two (2) inch intervals. Ram faces and base plate faces shall be checked for conformance to AASHTO T 312.
10. Calibration Verification equipment (Load cells, Angle measuring devices (Interior and Exterior), Stopwatches, and Height blocks) shall be verified for accuracy against NIST traceable standards.
11. The gyratory compactor's software shall be updated to the latest version.
12. All charging circuits associated with internal batteries shall be checked for proper operation and batteries should be changed as appropriate.

13. An individual, written calibration record must be furnished for each unit, including: Manufacturer, Model Number, Serial Number, Service Performed, Date of Service, and Signature of Technician. The written calibration record shall be furnished to the Department's Materials Division prior to or at the completion of the Contract.

14. The Contractor and all technicians performing maintenance and calibrations under this Contract shall be qualified. The Contractor shall list all technicians and certify that each technician is qualified and trained.

15. A representative from the Materials Division shall be present for each calibration. The Contractor shall provide a schedule of calibrations to the Materials Division and notify Materials of any changes to the schedule.

	RE#	Manufacturer	Model#	Serial #	Phone #	Location
1	11	Pine	AFGB1A	5065	870-572-6026	RE 11 Office 533 N. Sebastian West Helena, AR 72390
2	13	Pine	AFGB1A	5152	870-630-9140	APAC 3492 Hwy 1North, Forrest City, AR 72335
3	14	Pine	AFGB1A	5148	870-735-4734	APAC (West Memphis) 753 Walker St. West Memphis, AR 72301
4	14	Test Quip	BGC-1	79805	870-735-4734 870-367-8336	APAC (West Memphis) 753 Walker St. West Memphis ,AR 7230 1
5	21	Pine	AFGC125X	232	870-460-0947 870-367-5095	Pine Bluff Sand & Gravel, Plant #2 330 State School Rd. Monticello, AR
6	23	Test Quip	BGC-1	79804	870-536-1831	RE 23 Office 4900 Hwy 65 South Pine Bluff, AR 71611
7	23	Test Quip	BGC-1	89807	870-541-4436 870-536-1831	Pine Bluff Sand & Gravel 1501 Port Rd. Pine Bluff, AR 71601
8	24	Pine	AFGC125X	223	870-222-5104	RE 24 Office 8926 Hwy 65 North McGehee, AR 71654
9	31	Test Quip	BGC-1	89804	870-642-2734 870-642-2719	R.K. Hall 170 W . Robinson Rd. DeQueen, AR 71832,
10	32	Pine	AFGB1A	5068	501-581-5318	Cranford Construction 3909 E 3rd. St. Hope, AR 71801
11	34	Pine	AFGC125X	224	870-773-7543 870-398-4200	RK Hall Texarkana, AR 71950
12	42	Pine	AFGC125X	245	479-996-1220	Jenny Lind 2118 Gate Nine Rd. Jenny Lind, AR 72936
13	43	Pine	AFGB1A	5147	479-365-6612	Hutchens 17137 Pleasure Heights Road Springdale, AR 72764 (Sonora Asphalt Plant)
14	53	Test Quip	BGC-1	89803	870-269-7222	Atlas Asphalt, Inc. • 398 Quarry Road • Mountain View, Arkansas 72560
15	55	Test Quip	BGC-1	79803	Scott S. Cell 870-878-1443	Hwy. 63 North • SW Side of New Bridge • Mammoth Spring, Arkansas 72554
16	55	Test Quip	BGC-1	79802	501-729-4601	Delta Asphalt 127 Rock Ln. Judsonia, AR
17	61	Pine	AFGC125X	241	501-753-0389	Cranford Construction @ Crystal 9100 Rowlett Dr. North Little Rock, AR
18	61	Pine	AFGB1A	5151	501-602-2997	Cranford Asphalt Plant #3 2500 Co. Rd. 1 Bauxite, AR 72011
19	62	Pine	AFGB1A	5064	501-490-2088	Cranford Construction 820 Granite Mountain Drive Little Rock, AR 72206
20	62	Pine	AFGC125X	225	501-374-1557 501-844-4390	Asphalt Products 711 Delta Or. Little Rock, AR 72206

21	65	Pine	AFGC125X	222	501-955-2730	Cranford Plant 2420 Eanes Rd @ Hwy 70 North Little Rock, AR
22	65	Test Quip	BGC-1	89805	501-955-2426	Cranford Plant 2420 Eanes Rd @ Hwy 70 North Little Rock, AR
23	73	Pine	AFGC125X	246	870-352-0375	Jet Asphalt Co. 2958 N. Hwy 167 Fordyce, AR 71742
24	73	Test Quip	BGC-1	79801	870-352-0375	Jet Asphalt Co. 2958 N. Hwy 167 Fordyce, AR 71742
25	74	Pine	AFGB1A	5069	870-574-1124	Jet Asphalt Co. Eagle Mills,373 Ouachita #233 Bearden, AR 71730
26	82	Pine	AFGB1A	5066	479-754-3973	RE#82 Office 1-40 Exit 55, Hwy-64 West, 2702 W. Main Clarksville, AR
27	84	Pine	AFGB1A	5067	501-679-6359	Rogers Group-Greenbrier 1306 Hwy 65 North Greenbrier, AR
28	84	Pine	AFGB1A	5144	501-745-3693	DELTA ASPHALT CMI BEE BRANCH,AR
29	86	Pine	AFGB1A	5150	479-968-1257	Blackstone Asphalt Plant 440 Hedgepath Road Russellville, AR 72802
30	92	Pine	AFGC125X	230	870-743-2124	RE 92 4590 Hwy 65 South, Harrison, AR 72602
31	92	Pine	AFGB 1A	5149	870-426-6168	Hutchens, 107 CR 704 Berryville, AR 72616
32	94	Pine	AFGC125X	244 51942	479-298-0052	Hutchens Asphalt Plant 15100 N Hwy 59 Gravette, AR 72736
33	95	Pine	AFGC125X	234	870-425-7591	Twin Lake Quarries Hwy 5 North Mountain Home, AR
34	04	Pine	AFGC125X	235 51941	870-239-6904	Delta Asphalt of Paragould 11718 Hwy 412 West Paragould, AR 72450
35	04	Pine	AFGB1A	5145	870-878-6765	Atlas Asphalt Plant 133 Lawrence #208 Black Rock, AR
36	04	Test Quip	BGC-1	89801	870-878-6307 870-858-2543	Delta Asphalt of Black Rock Vulcan Materials Quarry 4437 Hwy 63W Black Rock, AR 72415
37	05	Pine	AFGB1A	5153	870-658-2113	Delta Asphalt 520 N. Main Luxora, AR 72358
38	05	Test Quip	BGC-1	089806	870-658-2113	Delta Asphalt 520 N. Main Luxora, AR 72358
39	06	Test Quip	BGC-1	79806	870-268-1118	Asphalt Producers Inc., 171 CR202, Jonesboro ,AR 72401
40	Materials	Pine	AFGB1A	5146	501-569-2189	AHTD Materials Lab 11301 Baseline Road Little Rock, AR 72209
41	Materials	Pine	AFGC125X	140	501-569-2189	AHTD Materials Lab 11301 Baseline Road Little Rock, AR 72209