

STANDARD BID CONDITIONS

H-17-259H

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

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 AND TRANSPORTATION DEPARTMENT
LITTLE ROCK, ARKANSAS
EQUIPMENT & PROCUREMENT DIVISION
BID SHEET

Contract No. **H-17-259H**
Page 1 of 1

BIDDER: _____

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1. **3** - Crew Cab & Chassis, One Ton, Diesel, 4WD, Dual Rear Wheels w/Flatbed Body –
To meet AHTD Spec. **17-58A-024**

FOB: - **3 Ea.** – AHTD-District 5 Headquarters, 1673 Batesville Boulevard, Batesville, AR 73501

Make _____

Model _____

Warranty _____

Flatbed Body proposed to furnish:

Make _____

Model _____

Warranty _____

Bid Price (Do not include any Local, State or Federal Taxes)

Each \$ _____

Total for **3** Vehicles

\$ _____

Guaranteed Delivery Date _____

Additional units may be purchased at this price through _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 17-58A-024

FOR

CREW CAB AND CHASSIS
13,000 POUNDS GVWR
FOUR WHEEL DRIVE, DIESEL
WITH SERVICE BODY

A. General Conditions:

1. Current Model: All vehicles shall meet the requirements of Arkansas State Highway and Transportation Department Specifications attached to and made a part of this bid. Vehicles furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Vehicles manufactured for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned, shopworn, demonstrator, prototype or discontinued models are not acceptable.
2. Literature: Manufacturers literature, verifying adherence of proposed unit to each line item addressed in this specification, shall be submitted with the bid. If any literature and/or specifications of items conflict with AHTD specifications, the conflict(s) shall be specifically noted, corrected and submitted with the bid.
3. Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by the Arkansas State Highway and Transportation Department that deviations will be acceptable.
4. Manuals: The successful bidder shall furnish one (1) Operator's Instruction Manual with each unit delivered.
5. Service & Inspection: Each Vehicle shall be completely serviced, cleaned and thoroughly inspected (in accordance with manufacturer's required or recommended pre-delivery service) just prior to delivery to the Arkansas State Highway and Transportation Department.
6. Advertisement: No Dealer advertisement shall be affixed to the vehicle.
7. Any equipment furnished on vehicles purchased under this specification for which "Federal Register Standard" has been established at time of delivery shall comply with the requirements of applicable standard and all equipment required by said standard shall be furnished whether or not it is specifically mentioned in the specification.
8. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
9. Test Drive: The Arkansas State Highway & Transportation Department reserves the right to test drive make and model of vehicle bid on prior to contract being awarded. Samples may be demonstrator models with equipment similar, but not necessarily identical, to that listed in the specification.
10. Cooperative Purchasing: Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase from this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing order quantities, deleting options, etc.) as agreed by both parties, but could not be raised above the contract bid price except for any additional freight charges. Vendors would not be required to sell to any such entity under this contract, and those entities would not be obligated to purchase from the contract.

Each entity wishing to purchase from the contract must make contact directly with the appropriate vendor(s). The Highway Department shall remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The Department shall be held harmless of any and all liability arising from such transactions.

* Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

B. Unit Specifications:

1. GVWR: No less than 13,000 pounds.
2. Wheelbase: Minimum of 171”.
3. Cab to Axle: 60”, nominal.
4. Engine: Liquid cooled turbocharged diesel with a minimum piston displacement of 6.7 liters developing no less than 370 SAE gross horsepower at rated RPM and no less than 800 lb. ft. SAE gross torque. Shall be equipped with exhaust brake, air cleaner, no less than two (2) maintenance free batteries with a minimum rating each of 730 cold cranking amps at 0° F, full flow oil filter, fuel filter and not less than 130 amp alternator. Engine shall be equipped with a block heater which will operate on 120 volts AC.
5. Cooling: Heavy duty cooling system with anti-freeze protection to -20° F, or lower.
6. Transmission: Automatic, with a minimum of six (6) forward speeds. Transmission shall be equipped with PTO provision and include an auxiliary transmission oil cooler.
7. Transfer Case: Minimum of two (2) speed ranges.
8. Steering: Hydraulic actuated power steering as regularly offered by manufacturer.
9. Front Axle: Hypoid type with a ratio of 3.31, 3.42 or 3.55 to 1. (Alternate ratio may be provided if approved by AHTD prior to delivery.) Shall be equipped with automatic or manual locking hubs, or axle disconnect system. Capacity of front axle and springs shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above.
10. Rear Axle: Hypoid type, full floating, with locking or limited slip differential and a ratio of 3.31, 3.42 or 3.55 to 1. (Alternate ratio may be provided if approved by AHTD prior to delivery.) Capacity of rear axle and springs shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above. Rear springs shall consist of both main and auxiliary or overloads.
11. Brakes: Power front and rear disc with four wheel anti-lock. Mechanical parking brake as regularly furnished by manufacturer.
12. Cab: Four (4) Door Crew Cab, complete with insulation and all standard interior trim, dual electric intermittent windshield wipers with washers, right and left sun visors, floor covering consisting of manufacturer’s standard materials and colors for model and trim level provided, factory installed fresh air heater defroster unit, factory installed electronic AM/FM radio, key lock on front doors, inside rear view mirror and right and left side exterior mirrors with extended or extendible arms. Mirror heads to measure no less than 6” x 9”.
13. Seating: Two (2) three (3) person seating capacity bench seats. Front seat to be cloth split bench style with fold-down arm rest. Rear seat upholstery to consist of manufacturer’s standard materials and colors for model and trim level provided. Seat belts shall be provided for all seating positions.
14. Air Conditioning: Shall be equipped with factory installed air conditioning and include tinted glass.
15. Tilt Steering Column: Factory installed.
16. Speed Control: Factory installed automatic speed control.
17. Wheels: Seven (7) 17” diameter steel disc with no less than 6.0” rim section. Rear wheels to be dual.
18. Tires: Seven (7) On/Off-Road or All Terrain tubeless radials no less than LT235/75R17 or LT235/80R17, E load range (duals on rear).
19. Fuel Tank(s): Minimum fuel capacity of 40 gallons. Fuel fill hose assembly furnished with fuel tank(s) shall be a minimum of 36” in length to allow attachment to an aftermarket body.
20. Front Tow Hooks: Two (2), minimum
21. Lights: Dual beam headlights, parking lights, self-canceling directional turn signals with hazard flasher switch, back up lights, front side marker lights and front cab clearance and identification lamps. Rear lights to consist of stop and tail lights in addition to directional signals.
22. Equipment: Front bumper, front and rear shock absorbers, jack and lug wrench.

23. Trailer Tow Equipment: Heavy duty trailering equipment including frame mounted hitch receiver (Class V, minimum), trailer wiring with seven (7) wire harness, heavy duty flasher and factory installed integrated trailer brake controller. Frame mounted hitch receiver may be an aftermarket installation meeting Class V requirements at a minimum.
24. Keys: Minimum of four (4) ignition/door keys per vehicle.
25. Color: Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Front bumper, grill, mirrors and wheels as regularly furnished by manufacturer.

C. Flat Bed Body:

1. General: Platform type body with an outside width of no less than 94" but not to exceed 96". Length shall be no less than 101" but shall not exceed 114". Floor shall consist of no more than three (3) pieces and be constructed of no less than 1/8" steel tread plate. Shall have removable sides and fold down tailgate no less than 12" high. Sides and tailgate to be constructed of no less than 12 USS gauge steel material.
2. Long Sills: No less than 4" structural steel or high strength formed steel channel.
3. Cross Members: No less than 4" high strength steel material on not more than 20" centers.
4. Side Rails: No less than 4" high strength steel material.
5. Lights and Reflectors: Sides and corners to have all necessary lights and reflectors to meet FCC regulations. Side marker and clearance lights shall be bolt on armored type. Reflectors shall be bolt on type. (Recessed, rubber mounted, snap-in lights with reflector type lens and plug-in connectors may be used in lieu of armored lights and bolt on reflectors.
6. Mud Flaps: Shall have mud flaps, without advertising, mounted behind rear wheels.
7. Rear Bumper: Heavy duty rear bumper meeting DOT specifications.
8. Tapered Front Bulkhead: Shall have a bulkhead at front of bed designed to protect rear of cab. Bulkhead shall be approximately 36" high (cab height) and be constructed of no less than 12 USS gauge steel. Shall be approximately cab width to slightly wider than the cab at the top and taper outward on each side to the approximate width of the bed at the bottom. Bulkhead shall have an opening covered with expanded metal to offer rear visibility. Nominal height and width of the bulkhead opening shall correspond with the size and location of the rear cab window of the cab & chassis.
9. Color: Shall be primed and painted Sherwin-Williams F1B-4009 Gloss Black Enamel, or equivalent.

D. Warranty:

1. Cab & chassis purchased under this specification shall include manufacturer's standard warranty.
2. Body purchased under this specification shall be warranted against defects in material and workmanship for a minimum period of twelve (12) months (365 days) from date unit is placed in operation by AHTD.
3. Warranty shall include all parts and labor cost associated with needed repairs based on defects in material and workmanship.
4. It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.
5. If any warranty literature submitted with the bid conflicts with AHTD warranty requirements, the conflict(s) shall be specifically noted, corrected and included with the bid or the conflict(s) will be considered an exception to warranty specifications and the bid rejected.
6. Recent prior failure to provide warranty-work, parts, replacement parts or service, in a timely manner, for equipment from the same manufacturer or dealer shall be grounds for the rejection of any submitted bid, or for the denial of any otherwise qualified low bidder, whether such failure is attributable to the manufacturer or the dealer of the equipment. For the purposes of this paragraph "timely manner" means a period of time not exceeding thirty (30) calendar days to provide requested warranty-work, parts, replacement parts, or service. For the purposes of this paragraph "manufacturer" means the original manufacturer of the equipment and its successor or successors, regardless of number, and whether acquired by sale, merger, or otherwise. For the purposes of this paragraph "replacement part" means a part redesigned by a manufacturer to correct a design or engineering defect and which replacement part is capable of providing dependable performance in normal operation conditions for its normal service life without failure. Such bid or bids may be rejected by the Department until such failure or failures have been remedied to the satisfaction

of the Department and until such manufacturer or dealer is providing such warranty-work, parts, replacement parts, and service in a timely manner.