

STANDARD BID CONDITIONS

H-17-254P

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
 CONTRACT FOR GUARD RAIL MAINTENANCE
BID FORM

CONTRACT NO. H-17-254P

BIDDER _____

Prices bid herein are subject to discount of _____% for payment of invoices within _____ days.

Item No.	Description	Approx. Useage	Unit	Unit Price	Extended Amount
1.	Guardrail (Section 1)	50	L.F.		
2.	Guardrail (Section 2)	1413	L.F.		
3.	Guardrail (Section 3)	150	L.F.		
4.	Guardrail (Section 4)	75	L.F.		
5.	Guardrail (Terminal Rail, Type 2, 12 GA.)	2	EA.		
6.	SKT W-beam Guardrail End Section, 12 Ga.	1	EA.		
7.	Guardrail Back-up Plate	15	EA.		
8.	Guardrail Line Posts (Steel)	89	EA.		
9.	Guardrail Line Posts (Concrete)	40	EA.		
10.	Guardrail Line Posts (Wood)	15	EA.		
11.	Guardrail Spacer Blocks (Steel)	71	EA.		
12.	Guardrail Spacer Blocks (Concrete)	2	EA.		
13.	Guardrail Spacer Blocks (Wood)	16	EA.		
14.	Guardrail Spacer Blocks (Plastic)	33	EA.		
15.	Terminal Anchor Posts (Type A)	1	EA.		
16.	Terminal Anchor Posts (Type B)	1	EA.		
17.	Removal & Disposal of Guardrail (Type A)	1738	L.F.		

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CONTRACT NO. H-17-254P

BIDDER _____

Item No.	Description	Approx. Useage	Unit	Unit Price	Extended Amount
18.	Removal & Disposal of Guardrail (Type B)	1	L.F.		
19.	Guardrail Terminal Section	2	EA.		
20.	Straighten and Align existing Guardrail Posts	34	EA.		
21.	Furnish and Install Guardrail System (Type A)	100	L.F.		
22.	Furnish and Install Guardrail System (Type B)	1	L.F.		
23.	Furnish & Install Bridge Connection – Curb	3	EA.		
24.	Furnish & Install Bridge Connection – Parapet Wall	1	EA.		
25.	Steel Tube (6"x8"x54"x3/16")	1	EA.		
26.	Soil Plate (18"x24"x1/4")	4	EA.		
27.	(Type 2) Terminal Wood Posts (5-1/2"x7-1/2"x45")	2	EA.		
28.	(Type 2) Terminal Wood Posts (6"x8"x6'0")	3	EA.		
29.	(Type 2) Terminal Wood Posts (5-1/2"x7-1/2"x14")	1	EA.		
30.	Pipe Sleeve (2" Std. Pipe x 5-1/2")	1	EA.		
31.	Bearing Plate (8"x8"x5/8")	1	EA.		

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CONTRACT NO. H-17-254P

BIDDER _____

Item No.	Description	Approx. Useage	Unit	Unit Price	Extended Amount
32.	Cable Anchor Bracket	2	EA.		
33.	SKT Anchor Box	1	EA.		
34.	Cable Assembly	3	EA.		
35.	Offset Strut	1	EA.		
36.	Guard Rail Extruder	1	EA.		
37.	SKT Ground Strut Hinged Post	1	EA.		
38.	Furnish and Install Terminal (Type 2) System (50')	1	EA.		
39.	ET2000 HBA Post #1 Top	1	EA.		
40.	ET2000 HBA Post #1 Bottom	1	EA.		
41.	ET2000 HBA Angle Strut	1	EA.		
42.	Steel Yielding Terminal Post SYTP	3	EA.		
43.	Guard Rail (Thrie Section)	2	EA.		
44.	SKT First Post Assembly Top	1	EA.		
45.	SKT First Post Assembly Bottom	1	EA.		
46.	SKT Second Post Assembly Top	1	EA.		
47.	SKT Second Post Assembly Bottom	1	EA.		
48.	Guard Rail (Thrie Transition Section)	1	EA.		
49.	Guard Rail Connector Plate (Thrie Beam)	1	EA.		

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CONTRACT NO. H-17-254P

BIDDER _____

50.	Guard Rail Spacer Blocks (Steel Tube-Thrie)	7	EA.		
51.	Guard Rail Spacer Blocks (Wood – Thrie)	1	EA.		
52.	Furnish and Install Thrie Beam Guard Rail Terminal	1	EA.		
53.	Special End Shoe (Thrie Beam)	1	EA.		
54.	Thrie Beam Guard Rail Steel Post (78')	7	EA.		
55.	Thrie Beam Guard Rail Transition Steel Post (72")	1	EA.		
56.	Guard Rail Post (Concrete) (Dept. Supplied)	1	EA.		
57.	Guard Rail Spacer Block (Concrete) (Dept. Supplied)	1	EA.		
BID TOTAL:					

Rev. 2/16

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

GUARD RAIL MAINTENANCE

DESCRIPTION:

This work shall consist of:

1. Removing and disposing of existing sub-standard installations or those installations which have been damaged beyond repair.
2. Installation of new guard rail systems with materials furnished by the Contractor or the Department as appropriate and constructed to current standards.

This work shall be limited to District Six (Pulaski and Saline Counties only). Locations within the District shall be selected by the District Engineer.

The Contract shall be limited to a one year period following the award of the Contract.

The Department reserves the right to default the Contractor if work is not performed according to these Specifications and/or time constraints are not met.

If a Contractor is defaulted or quits a contract, the Contractor will not be allowed to bid on another Department guardrail maintenance contract for a period of twelve (12) months.

The Department reserves the right to cancel the Contract before the one year time limit.

The Department reserves the right to also perform guard rail repair as necessary within the areas covered by this Contract.

The Contractor shall assume full liability for traffic hazards that might be created by his operation and save harmless the Arkansas State Highway Commission in all respects.

MATERIALS:

All materials furnished by the Contractor shall meet the requirements of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2014, all applicable Special Provisions and Supplemental Specifications and Current Standard Drawings GR-7, GR-8, GR-8A, GR-9, GR-10, GR-10A, GR-11, GRT-1 and MNTNC-1.

Department furnished materials will be available at the District Six Headquarters at Little Rock during normal working hours. Miscellaneous hardware items such as nuts, bolts, washers, etc. necessary to reset Department furnished items shall be supplied by the Contractor and shall comply with all applicable specification requirements and be approved by Materials Division. Only the exact amount of materials necessary for the installation will be furnished. Any material damaged by the Contractor will be replaced at no cost to the State.

Any guard rail elements removed from an installation which the District Engineer determines to be salvageable shall become the property of the Department and shall be delivered to the District Six Headquarters during normal working hours. Non-Salvageable materials shall be disposed of by the Contractor.

EQUIPMENT:

All equipment necessary for the satisfactory performance of this work shall be on hand before work begins.

PROCEDURE:

The Contractor will be required to begin work within ten (10) calendar days of notification from the District Engineer that work is required and will be notified in writing each time it is necessary to perform work. A list will be enclosed with the notification which includes Department furnished materials, Contractor furnished materials, and the location and length of each installation. This list will be an estimate only and may be adjusted once work begins. The Contractor shall provide the District Maintenance Engineer with their schedule for repairs at the various locations. This notification shall include anticipated traffic control. No lane closures will be allowed in the mornings between 6 a.m. and 9 a.m. and in the afternoons between 3 p.m. and 6 p.m. without the consent of the District Engineer. When the Contractor completes all of the specified work at a location, he shall notify the District Maintenance Engineer and an inspection will be made. Upon acceptance of the work and materials by the Department, a list of completed pay items will be furnished by the Contractor and the specified work will be considered complete. If the Contractor fails to begin work within 10 calendar days of notification, full liability of any and all accidents concerning these guardrails will be assumed by the Contractor.

Replacement, assembly and or installation of guard rail elements shall conform to the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2014, all applicable Special Provisions and Supplemental Specifications and Current Standard Drawings GR-7, GR-8, GR-8A, GR-9, GR-10, GR-10A, GR-11, GRT-1 and MNTNC-1. The alignment and location of replaced guard rail elements shall conform to and match the portion of any installation which is undamaged and is to remain in place.

When the Engineer determines that an entire guard rail installation is damaged beyond repair or needs to be upgraded to current standards, the Contractor will be instructed to remove and dispose of the installation and to construct a new installation with materials supplied by the Contractor. In such instances, all materials, work, measurement and payment will be in accordance with Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2014, all applicable Special Provisions and Supplemental Specifications and Current Standard Drawings numbered GR-7, GR-8, GR-8A, GR-9, GR-10, GR-10A, GR-11, GRT-1 and MNTNC-1. Post holes created by the removal of concrete or wood posts shall be backfilled and thoroughly compacted using suitable material before driving the new steel posts. When possible the spacing of the steel posts shall be staggered between the vacated post holes. In such instances the backfilling may then be accomplished either before or after the steel posts are driven.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

Mobilization will not be measured and paid for directly but will be considered included in the prices bid for the various items of the Contract.

The cost of traffic control through the work zones will not be measured and paid for directly but will be considered included in the prices bid for the various items of the Contract.

Replaced steel guard rail sections, installed and accepted, will be measured by the linear foot, complete in place, and paid for at the Contract unit price bid. As indicated on the Standard Drawings Sections 1 and 2 are end sections and will each be considered as 25 feet in length. Intermediate Section 3 shall be measured along the roadway face from centerline of post to centerline of post. NOTE: The item, Guard Rail Section 1, as shown on Standard Drawing GR-8A, is required to be a double section. Each Section 1 of the double rail will be paid as 50 L.F. of guard rail plate. For the items, Guard Rail Sections 2, 3 and 4, each installation will be paid for as a 25 L.F. section of guard rail plate. This note applies only when individual parts or pieces of a guard rail installation are being replaced and does not apply to the items "Furnish and Install Guard Rail (Type _____).

Replaced guard rail line posts, spacer blocks, back-up plates, terminal sections and terminal anchor posts (Type A & B), installed and accepted, will be measured by the unit and paid for at the Contract unit price bid.

Furnishing and placing anchor bolts, splicing hardware, and/or attachment hardware will not be measured and paid for directly but will be considered included in the prices bid for the various items of the Contract.

No measurement and payment will be made for necessary excavation and/or backfilling performed in connection with replacing damaged elements of guard rail.

Removal and disposal of guard rail will be measured as provided in the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2014, all applicable Special Provisions and Standard Drawings GR-7, GR-8, GR-8A, GR-9, GR-10, GR-10A, GR-11, GRT-1, MNTNC-1 and paid for at the contract unit price bid. Removal and disposal of posts, spacer blocks, and miscellaneous hardware will not be measured and paid for directly but will be considered included in the price bid for the various items of the contract.

Work completed at each designated location shall be paid for upon acceptance of the work. Payment shall be based upon the list of completed pay items furnished by the Contractor to the Department and the Contract unit price for those items.

TRAFFIC CONTROL THROUGH WORK ZONE:

The Contractor shall sign and mark all work zones and lane closures in accordance with the Manual on Uniform Traffic Control Devices and Current Standard Drawings TC-1, TC-2, TC-3, TC-4 and TC-5. All signing materials shall be High Intensity. The Contractor shall conduct repair operations in such a manner that all feasible traffic lanes will be open to traffic. Lane closures may be established as needed to perform the work, except that during period of adverse weather or peak high traffic, lane closures will be permitted only if approved by the Engineer.

ARKANSAS STATE HIGHWAY & TRANSPORTATION DEPARTMENT
LITTLE ROCK, ARKANSAS
EQUIPMENT & PROCUREMENT DIVISION

Contract No. H-17-254P

Cooperative Purchasing. Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities covered in 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 minimum order quantities, etc.) as agreed by both parties, but could not be raised above the contract bid price under any circumstances. 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 would make contact directly with the appropriate vendor(s). The Highway Department would 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 would 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.