

STANDARD BID CONDITIONS

H-17-282H

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 AND PROCUREMENT DIVISION
BID SHEET**

Contract No.: H-17-282H

BIDDER: _____

1. **3** – Tandem Axle Aluminum Van Trailer, 48’ Long
To meet AHTD Spec. **17-083**

FOB: AHTD-Equipment & Procurement, 11302 Baseline Rd, Little Rock, AR 72209

Bid Price (Do not include any Local, State or Federal Taxes) Each \$ _____

Total for **3** Trailers \$ _____

Trailer **proposed as meeting specifications:**

Make _____ Model _____ Warranty _____

Guaranteed Delivery Date _____

Additional Units may be purchased at the same pricing and
conditions through _____
(Date)

BID TOTAL \$ _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 17-83

FOR

48' TANDEM AXLE ALUMINUM VAN TRAILER

A. General Conditions:

1. Current Model: Units 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. Machines 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. Manufacturers of the units supplied must have been in the business of producing operational units for at least two years and must have recently sold similar units to domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the latest version of a previous model. Bidder/s may be required to submit documentation substantiating the aforementioned requirements. A list of user references may also be required.
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, Certificate of Origin and Invoice: Successful bidder shall furnish Maintenance Manual and Parts Book with each unit delivered. Certificate of Origin and five (5) copies of the Invoice shall be furnished to Equipment & Procurement Division, P.O. Box 2261, Little Rock, AR 72203 (11302 W. Baseline Road, Little Rock, AR 72209, if shipping UPS, FedEx, etc.).

The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD, DVD, USB Drive, etc.) in lieu of printed manuals.
5. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
6. All equipment and accessories necessary for satisfactory operation shall be furnished whether or not they are specifically mentioned in this specification. (Including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications - unless specifically excluded by this specification).
7. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
8. Demonstration: The Arkansas State Highway & Transportation Department reserves the right to require a demonstration, under actual working conditions, of equipment bid under this specification before award is made. The demonstration would be performed (free of any charge) by the bidder or an authorized representative at a mutually acceptable location. If requested, the bidder should be prepared to demonstrate the equipment within thirty (30) days after notification. Failure of the bidder to perform a satisfactory demonstration within the specified time may be grounds for rejection of the bid.
9. 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. **General:** This specification is intended to cover a 48' refrigerated van type trailer without the refrigeration unit. Unit shall have smooth aluminum front wall and side wall panels, insulated interior and sliding tandem axles with air ride suspension.
2. **Capacity:** Trailer shall have a minimum payload capacity of 55,000 pounds distributed.
3. **Side Panels:** Shall consist of a layer of .040 minimum thickness, smooth pre-painted white aluminum facing the outside. A layer of .085 minimum thickness, impact resistant polypropylene resin reinforced with glass fibers facing the inside. An insulation layer of formed polyurethane a minimum of 1-1/2" thick sandwiched between the outside and inside facing materials. Shall contain one row of sidewall scuff 12" x 3/8" at a minimum.
4. **Sidewall Posts:** Hat shaped steel or structural shape of equal strength, located on not more than 24" centers except in area over upper coupler which shall be on not more than 16" centers.
5. **Nose:** Shall consist of a layer of .040 minimum thickness, smooth pre-painted white aluminum facing the outside. A layer of .085 minimum thickness, impact resistant polypropylene resin reinforced with glass fibers facing the inside. An insulation layer of formed polyurethane a minimum of 4" thick sandwiched between the outside and inside facing materials. Corner post shall a minimum of 1/8" extruded aluminum with a no less than a 5" radius. The bottom nose rail shall be extruded aluminum wrapping over the steel apron plate of the upper coupler.
6. **Exhaust Fan Mount:** The nose of the trailer shall be equipped a fully boxed reinforced exhaust fan mount capable of supporting a unit weighing approximately 50 pounds. Mount shall be approximately 1' - 2' from the curb side and approximately 1' from the roof. (Actual location to be dependent on requirements for structural integrity of the nose.) Mount shall have a 25" x 25" square opening to allow for the installation of a Dayton corrosion resistant, shutter mount exhaust fan, Granger Item Number 1BLJ7.
7. **Roof Panels:** Outward face to be one piece aluminum alloy, no less than .025, bonded to roof bows on not more than 32" centers. A layer of .065 minimum thickness, impact resistant polypropylene resin reinforced with glass fibers facing the inside. An insulation layer of formed polyurethane a minimum of 1-1/2" thick sandwiched between the outside and inside facing materials.
8. **Floor:** Laminated bamboo or oak with a minimum nominal thickness of 1-3/8". Each board shall be secured using three screws per crossmember. Screw shall be a minimum of 5/16" and installed on alternating sides of crossmembers. Below the flooring material and above the crossmembers shall be an insulation layer of formed polyurethane with a minimum thickness of 3-1/2".
9. **Crossmembers:** Shall be a minimum of 3-3/4" extruded aluminum or steel I-beam forward of the landing gear set on not more than 12" centers. The area above the landing gear mount shall have a minimum of seven (7), 4" steel I-beam with a minimum tensile strength of 80,000 psi on not more than 8" centers. The remainder of the trailer shall have 4" minimum, steel I-beam crossmembers with a minimum tensile strength of 80,000 psi on not more than 12" centers.
10. **Upper and Lower Rails:** Heavy duty extruded aluminum.
11. **Doors:** Two (2) hinged type at rear and two (2) hinged type on side. Doors shall be constructed of no less than 1/2" composite material with pre-painted white aluminum exterior and interior lining over a layer of foam insulation.
 - A. **Rear Doors:** Shall be opposite opening and extend full width of body. Doors shall be constructed of a layer of .040 minimum thickness, smooth pre-painted white aluminum facing the outside. A layer of .065 minimum thickness, impact resistant polypropylene resin reinforced with glass fibers facing inside. An insulation layer of formed polyurethane a minimum of 1-1/2" thick sandwiched between the outside and inside facing materials. Curb side door to be equipped with a shuttered vent.
 - B. **Side Doors:** Two side doors shall be located on the road side of the body. The leading edge of the forward side door to be located approximately 12' - 14' from front of trailer. (Actual location to be dependent on requirements for structural integrity and/or landing gear location.) The trailing edge of the rear side door shall be located approximately 8' from the rear of the trailer. Side door openings shall be approximately 44" wide and no less than 80" high. Doors shall be constructed of a layer of .040 minimum thickness, smooth pre-painted white aluminum facing the outside. A layer of .085 minimum thickness, impact resistant polypropylene resin reinforced with glass fibers facing inside. An insulation layer of formed polyurethane a minimum of 1-1/2" thick sandwiched between the outside and inside facing materials.
 - C. **Door Hardware:** Each side doors shall be sealed and have a minimum of four (4) hinges. Both rear door shall be sealed and have a minimum of five (5) hinges each. All hinges shall have self-lubricating bushings. Hardware and

locks shall be as regularly furnished by manufacturer but contain at a minimum one lock rod, one door hold back and one bumper per door.

12. Dimensions: Body shall have a nominal overall outside length of 48', outside width of 102", and a maximum overall height of 13' 6" (based on a nominal king pin height of 47"). Shall have an inside width of approximately 98" and nominal inside height of 104".
13. Axles and Suspension: Unit shall be equipped with a Hendrickson HKANT 40K air ride suspension system with integrated air slider or approved equivalent. Suspension shall be equipped with an automatic dump valve activated when the parking brake is applied. The tandems shall be shiftable and have a slide range in approximately 6" increments up to 6'. Slide mechanism shall be air activated lock/release and be equipped with stop bars at the rear for safety in case the slide is disengaged. Axles furnished shall have a minimum capacity of 22,500 pounds each and be equipped with Stemco type seals and hubs. Axle spacing to be no less than 49". Shall be equipped with an air activated anti-dock walk (Surelock) system to maintain trailer deck height and limit walking.
14. Hub Odometer: Roadside rear hub shall be equipped with a hub odometer. (An electronic type odometer is also acceptable.)
15. Brakes: Air actuated, 16-1/2" x 7" minimum, with automatic slack adjusters on all hubs. Shall be equipped with spring type parking brakes on both axles. Shall meet current applicable DOT regulations at time of delivery.
16. Wheels: Nine (9), 22.5" diameter tubeless type hub piloted steel disc with 10 hole bolt circle and no less than 8.25" rim section.
17. Tires: Nine (9) tubeless radials no less than 295/75R22.5 - "G" load range.
18. Tire Pressure Device: Shall be equipped with a Hendrickson Tiremaax Pro tire pressure system which will monitor and maintain proper inflation of the tires affixed to the trailer.
19. Spare Tire Carrier: Basket type.
20. Landing Gear: Two (2) speed, retractable vertical screw, inboard mounted, maintenance free type with 12" x 12" sand pads. Landing gear to be mounted approximately 145" from the nose of the trailer. Support leg bracing shall be galvanized steel "K" channel. Crank handle shall be located on roadside of the trailer.
21. Landing Gear Pads: A set of polyethylene landing gear pads shall be provided loose in the trailer. Pads shall be a minimum of 24" x 24" x 1" in size with a vertical load rating of no less than 60,000 pounds. Pads shall not exceed 25 pounds in weight.
22. King Pin: Shall have a 2" SAE kingpin welded to a full width steel plate no less than 1/4" thick. Pin shall be set a minimum of 34", maximum of 36", from front of trailer. The approach plate shall be constructed of no less than 3/16" steel plate and be full width with a roll-up lip. Kingpin height shall be 47".
23. Under-Ride Protection: Trailer shall be equipped with a rear impact guard which meets FMVSS requirements for under-ride protection.
24. Safety Access: Both trailer side doors shall be equipped with a Bustin Tap 200 pullout access ladders and a Bustin PEZS enclosure or approved equivalents. One (1) grab handle shall be installed on the latching side of each side door.
25. Cargo Management: One row of E series logistic track shall be installed horizontally on the sidewalls, front wall, and all doors. This track shall run the full length of the interior of the trailer and shall be mounted 33-1/2" from the floor to its centerline. A second row of E series logistic track shall be installed horizontally on the sidewalls and side doors running the full length of the interior of the trailer and shall be mounted 23" from the floor to its centerline.
26. Mud Flaps: Anti-sail type no less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.
27. Lights, Reflectors and Turn Signals: LED stop and tail lights, turn signals, clearance lights, reflectors and conspicuity markings to meet ICC regulations.
28. Brake Hose and Wiring Couplers: Located on roadside front of trailer.
29. Warranty: Units 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.
 - A. Warranty shall include all parts, labor and transportation costs to the location of equipment.
 - B. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.
 - C. It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.

- D. 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.
- E. 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.