

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. 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). 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.
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 AND LITERATURE:** Samples or technical literature must be provided within 14 days of AHTD request unless AHTD extends time. Failure to provide samples or literature within this period may cause bid to be rejected. When required, samples of items must be furnished free of charge, prior to or after the opening of bids, and, if not destroyed, will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and item number. Request for return of samples must be made within 10 days following submission of sample. Samples from successful bidders will 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).

ACCEPTANCE (For AHTD Use Only)

Bid No. M-03-163H Accepted as to items numbered _____

Date _____ By _____ Procurement Officer

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 03-64-3099

FOR

FLAT BED BODY

FOR CHEVROLET 3500 CREW CAB AND CHASSIS

1. **General:** Successful bidder shall furnish and install beds on 2003 year model Chevrolet CC35943 crew cab and chassis owned by Arkansas State Highway and Transportation Department. Trucks have dual rear wheels, 11,400 pounds GVWR, 56" CA and 167" wheelbase. Trucks are to be picked up by Successful Bidder at AHTD Equipment and Procurement Division, 11302 Baseline Rd., Little Rock, Arkansas. After installation is complete trucks are to be delivered by the successful bidder to AHTD Equipment and Procurement Division, 11302 Baseline Rd., Little Rock, Arkansas.

If distance from Little Rock, Arkansas to bidder's installation facility exceeds a nominal radius of 200 miles, the vehicles must be transported rather than driven to and from the installation facility. The successful bidder will be responsible for the cost of transporting trucks to bidder's installation facility and back to AHTD Equipment and Procurement Division after installation is complete. Successful Bidder shall furnish proof of insurance that would cover the loss of trucks while in his possession.

2. **Body:** Platform type body with an outside width of no less than 94" but not to exceed 96". Length shall be no less than 96" but shall not exceed 108". Floor shall consist of no more than two (2) pieces and be constructed of not 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 not less than 14 USS gauge steel material. Shall have bulkhead approximately 36" high (cab height) at front of bed constructed of not less than 12 USS gauge steel designed to protect rear of cab. Bulkhead shall have an opening covered with expanded metal to offer rear visibility.

A. **Long Sills:** No less than 5" structural steel.

B. **Cross Members:** No less than 4" high strength steel material on not more than 20" centers.

C. **Side Rails:** No less than 4" high strength material.

D. **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.

E. **Mud Flaps:** Shall have mud flaps, without advertising, mounted behind rear wheels.

F. **Color:** Shall be primed and painted Sherwin-Williams F1B-4009 Gloss Black Enamel, or equal.

3. **Warranty:** Bodies 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. Warranty shall include parts, labor and transportation cost to location of equipment. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done. It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.
4. Bodies purchased under this specification shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All necessary equipment and accessories as regularly furnished by the manufacturer shall be furnished whether or not they are specifically mentioned in this specification.

5. Any unit delivered under this specification is subject to rejection if there is evidence of poor workmanship, by either the vendor or the original manufacturer.