

BID INVITATION

STANDARD CONDITIONS

M-03-194H

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).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 03-64-3112

FOR

SIGN TRUCK BODY

1. Furnish and install Sign Body on a 2004 year model Freightliner Model FL70 cab & chassis owned by AHTD. Truck has a nominal Cab to Axle measurement of 120" and 33,000 pounds GVWR.

Truck is to be picked up by successful bidder at AHTD Equipment and Procurement, 11302 Baseline Rd., Little Rock, Arkansas. After installation is complete, truck is to be delivered by successful bidder to AHTD Equipment and Procurement, 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 vehicle must be transported rather than driven to and from the installation facility. The successful bidder will be responsible for the cost of transporting truck 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 truck while in his possession.

2. Body: Shall be as per attached drawing (of which this specification sheet is made a part) and as specified below.
 - Item 6 on drawing - total of four (4) doors, two (2) on each side.
 - Skid boards down each side, 1-1/8" x 1' x 15' 6" (nominal) laminated oak board bolted to vertical channels with carriage bolts.
 - 3/4" plywood to be bolted to front wall posts at bottom and extend 18" up from floor.
 - Crossmembers on bottom floor to be no less than 3" structural channels on not more than 16" centers.
 - Intermediate floor to have three (3) vertical supports on each side in front compartment and two (2) vertical supports on each side in rear compartment. Supports to be 2" x 1" aluminum channel.
 - Main frame to be no less than 5" structural channel.
 - Body shall have lighting equipment and reflectors to meet FMVSS108.
3. Mud Flaps: Shall have mud flaps no less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.
4. 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.
5. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
6. All necessary equipment and accessories regularly furnished by the manufacturer for the efficient operation of this unit shall be furnished whether or not they are specifically mentioned in this specification.

