

BID INVITATION

STANDARD CONDITIONS

H-04-037H

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
SUPPLY CONTRACT FOR LIQUID ASPHALT MATERIALS
BID FORM

CONTRACT NO. H-04-037H

BIDDER: _____

ADDRESS: _____

The material furnished under this contract must meet the applicable requirements of AHTD Standard Specifications for Highway Construction, Edition of 2003. (Specifications are accessible on our web site at www.ahtd.state.ar.us/contract/progcon/general/stdspecs.htm.) These unit prices shall apply to the types of materials (all grades), locations, and methods of delivery designated on deliveries from the following refinery or locations:

(NAME)

(LOCATION[S])

The total quantity (all types) we agree to furnish from this location during the term of the contract at the unit prices designated, shall not exceed _____ Gallons.

Orders for delivery of Liquid Asphalt may be placed to:

Company: _____ Location: _____

Phone: _____ Contact Person: _____

Invoice information may be obtained at:

Company: _____ Location: _____

Phone: _____ Contact Person: _____

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

Unit prices per gallon for furnishing designated materials F.O.B. Refinery - loaded in AHTD tank truck.

						PENETRATING
<u>RC 800</u>	<u>MC 30</u>	<u>SS-1</u>	<u>CRS-2</u>	CRS-2L	CRS-2P	<u>Prime</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

On the following pages of the Bid Form, all counties in the State are listed alphabetically within each AHTD District. Bidders shall set out in the space provided following each of these counties the unit price per gallon for furnishing the material indicated, F.O.B. any point within that county, by tank truck delivery.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLY CONTRACT FOR LIQUID ASPHALT MATERIALS
BID INFORMATION

CONTRACT NO. H-04-037H

Page 1 of 3 Pages

1. The Arkansas State Highway and Transportation Department, hereinafter referred to as "the Department," will enter into a term contract with the successful bidder(s) to furnish requirements of various Asphalt Materials for the period set forth in the Bid Invitation.
2. Bid envelope shall be sealed and marked so as to clearly indicate its contents and will be received at the locations noted on the Bid Invitation.
3. A bid may be withdrawn, modified, or corrected by the bidder after it has been submitted provided written request to do so is filed with the Equipment and Procurement Division prior to the time set for opening bids. Telegrams, faxes or letters received before time set for opening bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified, or otherwise changed accordingly. No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening bids.
4. The Department reserves the right to enter into agreement with as many bidders as may be necessary to assure an adequate supply of material to meet statewide requirements.
5. Under terms of this contract, the Department is not obligated to purchase any specific quantity or to make purchases at any specific time during the contract period.
6. Where awards are made to corporations organized in states other than Arkansas, bidders shall at their own expense furnish a certified copy of certificate of authority and license to do business in Arkansas, which will remain on file with the Department. No contract will be executed in favor of such corporation until certificate shall have been furnished.
7. All material furnished shall be from a supplier who has a current Procedure Agreement with the Department to certify materials as being in compliance with the Specifications. Each load shall be certified, by the producer, in accordance with the signed Procedure Agreement. All material shall be properly blended or mixed before loading. Blending or mixing in tank trucks will not be permitted.
8. If a contract supplier is unable to load and start shipment of materials within forty-eight hours after receipt of an individual order, he shall immediately notify the ordering District and the Department's Equipment and Procurement Division in Little Rock. In such event, the Department shall have the right to cancel the order and purchase the material on the open market. Any increase in cost occasioned by purchasing the material from other than the contract supplier may be billed to the contract supplier or deducted from payments due. This provision is not intended to allow any supplier 48 hours to make shipments of material ordered where immediate shipment is designated and required to avoid loss to the State.

9. Measurement of and payment for RC, MC, and AC will be based on the volume at 60°F. as converted from the observed temperature using the volume correction factors set forth in ASTM Designation D1250, latest revision.

Measurement and payment for emulsified asphalt will be based on the volume at 60°F. as adjusted by expansion coefficients using the factor of 0.00025 per degree F.

An alternate method of measurement for tank truck deliveries, based on bonded scale weight, may be used at the supplier's option. Conversion to gallons shall be made at 60°F. as set forth above. Trucks shall be weighed before and after loading. Scale tickets indicating gross, tare and net weight shall be furnished for each load and shall contain the tractor & trailer number. These scale tickets shall be furnished in triplicate and shall be attached to the Certified Statement of Gallonage. Prior to delivery, the supplier shall furnish for approval by the Materials and Research Division the data which is used to establish the conversion factor from weight to gallons at 60°F. as set forth above.

10. Payment shall be on the basis of individual orders issued against the contract. Invoices for material furnished should be submitted to the headquarters of the District ordering the material. Invoices submitted to the Little Rock Central Office will cause delay in payments.
11. Prices bid herein shall be based on furnishing minimum truck load of not less than 85% of trailer shell capacity. Invoices shall be submitted for material showing charges for actual quantities delivered. In the event that less than minimum loads are delivered, any additional freight charges occasioned thereby shall be invoiced separately and submitted to the ordering District.
12. Demurrage will be paid in accordance with applicable freight tariffs set by regulatory authorities for excess time required for unloading, provided the delay is caused by the Department. In case delay is caused by the carrier or supplier, free unloading time will begin when the Department begins unloading. In the event delivery is made prematurely, free unloading time will begin at the designated time set when placing the order. Demurrage shall be billed separately with appropriate regulatory authority documentation attached to substantiate charges.
13. Should it become necessary to cancel an order, such cancellation will be made directly to the supplier, not to the carrier. The Department reserves the right to divert any shipment to an alternate destination at the discretion of the District Engineer or his representative, with the original destination or alternate price, whichever is higher to govern.
14. All sampling and testing of material shall be in accordance with established Department laboratory procedures. Such procedures are available upon request from the Department's Materials Division.
15. The Department reserves the right to cancel this contract, or any part thereof, upon giving the vendor fifteen days notice of its intent to terminate. The contract shall automatically terminate as of the date given in said notice. Otherwise, prices bid shall remain in effect for the contract term.

16. 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.