

STANDARD BID CONDITIONS

M-05-133H

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. 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

SPECIFICATION 05-64-5091

FOR

TRAILER TYPE BITUMINOUS MAINTENANCE DISTRIBUTOR

1. **Tank:** Shall have a minimum capacity of 600 gallons, plus five percent for expansion. Maximum capacity shall not exceed 800 gallons. Shall be elliptical in cross section with tank shell constructed of not less than 12 gauge steel. All seams shall be electrically welded inside and out. Tank shall have surge plate(s) as regularly furnished by manufacturer with openings to allow free flow of material to pump. Shall have a manhole opening no less than 20" in diameter for access to the entire tank. Manhole opening shall have smooth edges and be equipped with a hinged cover. Tank design and construction shall meet all applicable federal cargo tank regulations, including rollover protection to meet HM-198A/HM-183 DOT hot asphalt requirements.
2. **Insulation:** Shall be fiberglass or rock wool with a minimum thickness of 2", covered with a water tight aluminum jacket.
3. **Heating System:** Two (2) each return type flues no less than 6" in diameter, running full length of tank, and two (2) self vaporizing L.P. burners, with automatic thermostatic burner controls and outfire protection, producing a minimum of 500,000 BTU's each. Bottle racks for two (2) 100 lb. propane bottles and all necessary hoses, valves, regulators and gauges shall be furnished. In addition, a minimum of two (2) 100 lb. propane bottles shall be furnished.
4. **Engine:** Liquid cooled diesel, with no less than three (3) cylinders, developing a minimum of 30 horsepower at rated RPM. Shall be equipped with 12 volt electrical system including starter, battery, alternator and ammeter or charge indicator. Shall have electric hour meter, oil pressure gauge, coolant temperature gauge, approved type air cleaner, oil filter, fuel filter, muffler and fuel tank with sufficient capacity to operate the engine for a minimum of eight (8) hours. Engine cooling system shall have anti-freeze protection to -20° F, or lower. Engine and radiator shall be protected from weather and debris by a sheet metal cover.
5. **Circulating System:** Shall be located at rear of tank and include pump, intake valve and control valves. The asphalt pump shall be hydraulic motor driven. Pump shall be of the positive displacement type with a minimum capacity of 150 gpm and be designed for the efficient handling of all types of bituminous materials. All joints shall have flanged or union connections and valves shall be of the packed leakless type. The circulating system shall permit the following:
 - Filling tank through pump from outside source
 - Circulating material in tank
 - Circulating material in spray bar
 - Spraying through spray bar
 - Return material in spray bar to tank (spray bar suck back)
 - Hand Spraying
 - Transferring without having material enter distributor tank
 - Pumping back to supply source

Provision shall be made for draining the circulating system and pump independently of the tank and for flushing all parts completely. A flushing tank, complete with all valves, piping and controls necessary for flushing the asphalt pump shall be furnished.

Filling connectors shall be located on left side (street side) of unit and be equipped with quick connect couplers for connecting a 2" minimum loading hose.

Gravity draw off from tank shall be provided for filling pots.

6. Controls: Controls for spray operation shall be located in a control panel which can be placed in the truck cab convenient to the driver-operator. The panel shall be provided with an electrical cord with a minimum length of 20' to reach the truck cab from the distributor unit. The control panel shall allow the driver-operator to turn the spray bar on or off, lift the spray bar and shift the spray bar. The spray bar on/off control, spray bar lift and spray bar shift functions may utilize electric over air or electric over hydraulic controls.

Spray bar control shall provide instantaneous on/off throughout the spray bar, including any extensions, without drips or distortions of the spray pattern.

Manual valves or controls required to set the circulating system for filling, sucking back, etc., shall be located on street side within easy reach of the operator from ground level and designed for quick opening and closing.

All air solenoid valves and hydraulic solenoid valves shall be equipped with manual overrides for the solenoids.

7. Spray Bar: Full circulating type spray bar comprised of a center section (or sections) and a folding or swing-away wing or extension on each end. Center section(s) shall be 6' or 8' in length with folding extension on each end to provide a total spray bar length of 12'. In the transport position, with extensions folded, overall width shall not exceed 8'. Slotted non-clogging type brass nozzles to be spaced on 4" centers and have an individual valve for each spray nozzle. Each nozzle valve to have flip lever control allowing individual valves to be disconnected, without the use of tools or pulling pins, to allow various application widths within the 12' bar length. Shall be equipped with bar carrying mechanism designed for raising for traveling clearance. Shall have air or hydraulic cylinders for bar lift and bar shift with controls located in cab control panel. Shall have vertical adjustment of no less than 6" and lateral shift of no less than 6" either side of center. Spray bar to have safety breakaway to prevent damage to bar when striking an obstruction.
8. Instruments: Shall consist of:
- Pump Tachometer reading in gallons per minute.
 - Bitumeter with readout in cab control panel indicating speed in feet per minute with odometer giving distance traveled in feet. A radar horn shall be used to measure ground speed.
 - Dial Thermometer: A dial type thermometer, no less than 2" in diameter, capable of registering 50° to 400° F. Thermometer shall be protected and so located to be readily observed from ground level.
 - Pencil Thermometer: Armored engraved pencil type capable of reading 100° to 400° F. Thermometer shall be located to give true average temperature of the tank contents.
 - Tank gauge: Float type, calibrated in 100 or 150 gallon increments.
9. Hand Spraying: Minimum of 25' of no less than 3/4" flexible rubber hand spray hose with union connections and a hand spray gun with cold handle, control valve and three (3) spray nozzles.
10. Strainers: Easily removable strainers shall be furnished in suction line and manhole opening.
11. Mounting: Shall be mounted on trailer with tandem axles and single wheels. Shall have electric brakes, including electric breakaway feature, on all wheels and be complete with electronic type brake controller. Frame to be constructed of no less than 5" channel and have adequate cross braces. Wheels (4) shall be disc type. Tires shall be truck or trailer type no less than 15" diameter, load range D minimum. Shall have heavy duty steel fenders, clearance lights, combination stop, tail, turn signal and reflectors to meet ICC regulations, tongue jack for keeping trailer level when not attached to towing vehicle, 3" steel towing eye and safety chains with hooks. Trailer wiring connector complete with a six pole round trailer connector, including plug for trailer and receptacle for towing vehicle, shall be provided.
12. Application Charts: Application charts or a sliding type computator for calculating the amount of material required, travel speed and length of spray bar shall be provided.

13. Additional Equipment: The following items shall be furnished:
- Minimum of 15' of no less than 2 inch diameter neoprene filling hose complete with quick connect couplers for connecting to transfer line or fill line.
 - All necessary wrenches.
 - Two complete sets of spray nozzles (one set mounted on the spray bar and one additional set).
 - Extra supply of gaskets.
14. Color: All surfaces requiring paint shall be properly primed and painted black enamel.
15. 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. 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.
16. 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.
17. Manuals: The successful bidder shall furnish an Operator's Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book (for engine as well as distributor and related components) to each FOB point. In addition, one (1) copy each of Operator's Instruction Manual, Shop Repair Manual, and Parts Book (for engine as well as distributor and related components) 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 ROM, Floppy Disks, etc.) in lieu of printed manuals.

18. Training: Factory trained personnel shall instruct AHTD personnel in the operation and maintenance of units furnished under this specification.
19. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery.
All parts, accessories and tools necessary for satisfactory operation of unit 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).
20. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
21. 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.
22. 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.