

STANDARD BID CONDITIONS

H-10-054H

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, 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**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department 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 James B. Moore, Jr., 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:

james.moore@arkansashighways.com.

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

SPECIFICATION 10-64-0065

FOR

EXTENDED CAB AND CHASSIS
16,000 POUNDS GVWR

1. GVWR: No less than 16,000 pounds.
2. Wheelbase: Minimum of 164".
3. Cab to Axle: 60", nominal.
4. Engine: Liquid cooled turbocharged diesel with a minimum piston displacement of 6.7 liters developing no less than 300 SAE gross horsepower at rated RPM and no less than 600 lb. ft. SAE gross torque. (The following engines are acceptable: Duramax; Cummins. If an alternate engine is proposed, it must be approved by AHTD prior to bid opening.) Shall be equipped with air cleaner, no less than two (2) maintenance free batteries with a minimum rating each of 750 cold cranking amps at 0° F, full flow oil filter, fuel filter and not less than 130 amp alternator. Engine shall be equipped with a block heater which will operate on 120 volts AC.
5. Cooling: Heavy duty cooling system with anti-freeze protection to -20° F, or lower.
6. Transmission: Automatic, with a minimum of six (6) forward speeds. Transmission shall be equipped with PTO provision and include an auxiliary transmission oil cooler.
7. Steering: Hydraulic actuated power steering as regularly offered by manufacturer.
8. Front Axle: I-beam or solid type axle. Capacity of front axle and springs shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above.
9. Rear Axle: Hypoid type, full floating, with a ratio of 4.44 or 4.88 to 1. (Alternate ratio may be provided if approved by AHTD prior to delivery.) Capacity of rear axle and springs shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above. Rear springs shall consist of both main and auxiliary or overloads.
10. Brakes: Power front and rear disc with four wheel anti-lock. Parking brake as regularly furnished by manufacturer.
11. Cab: Four (4) Door Extended Type Cab complete with insulation and all standard interior trim, dual electric intermittent windshield wipers, right and left sun visors, factory installed electronic AM/FM radio, floor covering consisting of manufacturer's standard materials and colors for model and trim level provided, factory installed fresh air heater defroster unit, key lock on front doors, inside rear view mirror, and right and left side trailer tow type exterior mirrors with extended or extendible arms. Mirror heads to measure no less than 6" x 9".
12. Seating: Two (2) three (3) person seating capacity bench seats. Front seat to be cloth split bench style with fold-down center arm rest. Rear seat upholstery to consist of manufacturer's standard materials and colors for model and trim level provided. Seat belts shall be provided for all seating positions.
13. Air Conditioning: Shall be equipped with factory installed air conditioning and include tinted glass.
14. Tilt Steering Column: Factory installed.
15. Speed Control: Automatic speed control (may be dealer installed, but of same manufacturer as vehicle).
16. Wheels: Seven (7) 19.5" steel disc with not less than 6.0" rim section. Rear wheels to be dual.
17. Tires: Seven (7), no less than 225/70R19.5 - F load range, all season tubeless radials (duals on rear).
18. Fuel Tank(s): Minimum fuel capacity of 40 gallons. Fuel fill hose assembly furnished with fuel tank(s) shall be a minimum of 36" in length to allow attachment to an aftermarket body.
19. Front Tow Hooks: Two (2), minimum
20. Lights: Dual beam headlights, parking lights, self canceling directional turn signals with hazard flasher switch, back up lights, front side marker lights and front cab clearance and identification lamps. Rear lights to consist of stop and tail lights in addition to directional signals.
21. Equipment: Front bumper, front and rear shock absorbers, jack and lug wrench.
22. Keys: Minimum of three (3) ignition/door keys per vehicle.
23. Color: Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Front bumper, grill, mirrors and wheels as regularly furnished by manufacturer.