

STANDARD BID CONDITIONS

M-12-042P

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**

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
SPECIFICATIONS
for
MAINTENANCE/EQUIPMENT & PROCUREMENT
COMPLEX GENERATOR
LITTLE ROCK, ARKANSAS
Job 42-61**

SCOPE

Work under this item shall consist of furnishing a complete Generator, Transfer Switch, and Factory Start-up, for the Maintenance/Equipment & Procurement complex located at 11300 West Baseline Road, Little Rock, Arkansas. All work for the complete furnishing of Generator, Transfer Switch, and Factory Start-up shall be as called for in these Specifications, or as directed by the Engineer. These Specifications cover the Generator, Transfer Switch, Factory Start-up, warranties, fees, permits, and any and all incidental items required to complete the work.

GENERAL CONDITIONS

The applicable portions of the General Provisions of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2003, as amended by Supplemental Specifications, together with these Specifications, shall govern where appropriate.

PERMITS

The Contractor, if awarded the Contract for the Maintenance/Equipment & Procurement Generator, shall obtain and also pay for all permits required, shall give all legal notices, and shall pay for all fees and taxes required for the work.

EXAMINATION OF SPECIFICATIONS

The Contractor shall examine the Specifications and shall become fully informed as to the extent and character of the work to be performed. No consideration will be given to alleged misunderstanding of materials to be furnished or work to be required under this Contract. Submission of a proposal is an implied consent to the conditions of these Specifications.

QUALITY OF MATERIAL

All material, appliances or appurtenances furnished under these Specifications shall be new, unused, and shall be free from defects and imperfections. Any material, appliance or appurtenance found to be defective shall be replaced by the Contractor at no additional cost to the Arkansas Highway and Transportation Department, for material or labor. All material shall comply with the Arkansas State Highway and Transportation Department Standard Specifications for

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Highway Construction, Edition of 2003 and these Specifications. The Engineer shall approve any material not covered in the above Specifications.

SUBSTITUTION OF MATERIAL

It is intended that the Contractor have the option of substituting a material or appliance that will perform the function equally as well as the one named. The Engineer shall be given written notice two (2) weeks prior to the proposed use of a substitution so that a decision can be made as to the equal merits of the products. No substituted items shall be installed until the Contractor receives written approval.

DELIVERY OF MATERIAL

Delivery, protection and acceptance of materials at the work sites shall be the Contractor's responsibility, including any losses due to accidental damage.

GENERATOR

Generator (1 each) shall be 400 KW, 480 VAC, 3-phase, 60 Hz, 1800 RPM, diesel fueled, with in-line 6 cylinder, 4 cycle, turbo charged engine, vibration isolators, electronic governor and weatherproof enclosure; approx 875 gallon subbase fuel tank, double wall construction; approximately 24.7 GPH fuel consumption @ 75% load for approximately 24 hour continuous generation; 70 Amp alternator (minimum) to be included, control panel, electronic generator, 600 Amp main line 3-pole circuit breaker, 10 Amp battery charger, 3000 Watt coolant heater.

TRANSFER SWITCH

Transfer Switch (1 each) shall be service entrance rated, 600 Amp, 480 VAC, 3-phase, 3-pole, 4 wire, fused at 600 Amp, solid neutral, NEMA 3R enclosure for outdoor installation; One-sixth second contact transfer time, set/end exercise time automatically, triple lug poles.

FACTORY START-UP

On site Factory Start-up (1 each) by Factory Representative shall be provided and shall include engine fluids (oil and coolant included, fuel not included), and engine starting batteries (lead-acid type). Customer Training shall be provided at

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Factory Start-up and Operation, Maintenance, and Parts Manuals shall be provided. Parts and service to be available on a 24 hr/day, 7 days/week basis.

WARRANTY

The Maintenance/Equipment & Procurement Generator shall be guaranteed for materials and labor for a period of one (1) year from date of acceptance and/or Factory Start-up.

METHOD OF MEASUREMENT

Maintenance/Equipment & Procurement Generator, complete, as called for in these Specifications, or as directed by the Engineer and accepted, will be measured for payment by the "Lump Sum".

BASIS OF PAYMENT

Work completed and accepted under this item and measured as provided above, will be paid for at the lump sum price bid for "Maintenance/Equipment & Procurement Generator", which price shall be full compensation for all materials, delivery of materials to the specified location, labor, warranties, fees, permits and any and all incidental items required to complete the work.

PAY ITEMS

PAY UNIT

Maintenance/Equipment & Procurement Generator

Lump Sum