

STANDARD BID CONDITIONS

M-12-070P

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 EEO/DBE Section Head (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: EEO/DBE_Section_Head@ahtd.ar.gov.

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
CENTRAL OFFICE TOWER FAN COIL REPLACEMENT
LITTLE ROCK, ARKANSAS****JOB # 42-62****SCOPE**

Work under this item shall consist of replacing the perimeter fan coil units on the tenth floor of the Central Office Tower located at 10324 Interstate 30 Little Rock, Arkansas. All work for the complete fan coil units Installation shall be as indicated on the Plans, as called for in these Specifications, or as directed by the Engineer. These Specifications and the Plans cover the furnishing of all materials, labor, tools, equipment, machinery, caulking, drayage, rigging, fees, permits, and any and all incidental items required to complete the work.

LOCAL CONDITIONS

Bidders are required to visit the site prior to submission of proposal to familiarize themselves with local conditions, including general characteristics of the existing structures and contents and accessibility of the work.

PERMITS

The Contractor, if awarded the Contract for the Central Office Tower fan coil units replacement, 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 PLANS AND SPECIFICATIONS

The Contractor shall examine the Plans and 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 and of the Plans.

PROTECTION OF EXISTING FACILITY

The Contractor is advised that the work is to be performed in an existing office building, which is occupied. All work to be performed between 5 PM and 6 AM on weekdays; and on weekends as required. Work sites to be cleaned at the end of each working shift. The Contractor shall exercise care and caution to prevent interference with those working in these facilities. The Contractor is also advised that he is responsible for protecting the existing facilities and occupants against damage, dirt, stains or injury from his workmen, work in progress, or the elements. Existing elevators may be utilized; however, preventative measures must be taken to insure no damage, marks, or dirtiness occurs to the cars, and no disruption occurs to the normal traffic requirements of the elevators. Any

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damage, marks, or dirt to, or in, the elevators becomes the responsibility of the Contractor.

SCHEDULING AND COMPLETION OF WORK

The Contractor shall schedule his work so as to create a minimum amount of inconvenience to the normal work routine of the Central Office Personnel.

ACCESS TO THE WORK

The Engineer or his representatives shall have access to the work at all times and shall be permitted to approach, enter or examine all stages or phases of the work as it progresses, and shall have authority to reject work which is defective in workmanship or material.

REQUIRED SUPERVISION

The Contractor shall keep on the job at all times, when work is in progress, a competent superintendent satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence and all instructions given to him shall be binding on the Contractor. Workmanship shall be by craftsmen skilled in their trade and shall be in accordance with the best standard practice.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. The Contractor shall be responsible for any damage that may be caused by workmen during the performance of the work.

CONTRACT TIME LIMIT

The Contractor shall begin within ten (10) days after notice to begin and shall complete the work within SIXTY (60) working days after notice to begin.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIFICATIONS
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LITTLE ROCK, ARKANSAS****JOB # 42-62****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 State Highway and Transportation Department, for material or labor. All material shall comply with the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2003 and these Specifications. Any material not covered in the above Specifications or on the Plans shall be approved by the Engineer.

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 two (2) products. No substituted items shall be installed until written approval is received by the Contractor.

CLEAN-UP

The Contractor shall not allow any waste material or rubbish caused by his employees to accumulate in or about the premises but shall promptly remove same. ***At completion of each work shift, all rubbish, tools, scaffolding and surplus materials shall be removed and the Contractor shall leave the site clean and ready to use. This clean up to include vacuuming, wiping and furniture placement.***

GENERAL

This work shall consist of replacing twenty-five (25) fan coil units on the tenth floor perimeter of the Central Office Building as noted on the Plan and as called for in these Specifications. Temperature control for each unit to be Web Control by Automated Logic, and interfaced with existing Automated Logic system in place. This work shall include ***all clean-up after each working shift*** and after work is completed, electrical requirements, labor, materials, tools, machinery, hardware, fasteners, caulk, paint, and any and all items required for the complete replacement of existing fan coil units on the tenth floor of the Central Office Building complete, in place, and functional.

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Existing fan coil units are located around perimeter of tenth story offices. Offices are executive offices; and, thus, care is to be taken during removal and installation of fan coil units. Hot water and chilled water are fed from above ninth floor ceiling. Existing pneumatic temperature control of existing units to be removed, and new Web Control by Automated Logic to be supplied and installed on each unit, tied into existing Automated Logic system, and coordinated with AHTD's Building Management Section of Human Resources.

SEQUENCE OF OPERATION**Run Conditions- Scheduled:**

The unit shall run according to a user definable time schedule in the following modes:

- Occupied Mode: The unit shall maintain
 - A 74° (adj.) cooling setpoint.
 - A 70° (adj.) heating setpoint.
- Unoccupied Mode (night setback): The unit shall maintain
 - A 85° (adj.) cooling setpoint.
 - A 55° (adj.) heating setpoint.

Alarms shall be provided as follows:

- High Zone Temp: If the zone temperature is greater than the cooling setpoint by a user definable amount (adj.).
- Low Zone Temp: If the zone temperature is less than the heating setpoint by a user definable amount (adj.).

Zone Setpoint Adjust:

The occupant shall be able to adjust the zone temperature heating and cooling setpoints at the zone sensor.

Fan:

The fan shall run anytime the unit is commanded to run, unless shutdown on safeties.

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The controller shall measure the zone temperature and open the cooling coil valve to maintain its cooling setpoint.

The cooling shall be enabled whenever:

- Outside air temperature is greater than 60°F (adj.).
- AND the zone temperature is above cooling setpoint.
- AND the fan is on.

The cooling coil valve shall open whenever the freezestat (if present) is on.

Heating Coil Valve:

The controller shall measure the zone temperature and open the heating coil valve to maintain its heating setpoint.

The heating shall be enabled whenever:

- Outside air temperature is less than 65°F (adj.).
- AND the zone temperature is below heating setpoint.
- AND the fan is on.

The heating coil valve shall open whenever the freezestat (if present) is on.

Discharge Air Temperature:

The controller shall monitor the discharge air temperature.

Alarms shall be provided as follows:

- High Discharge Air Temp: If the discharge air temperature is greater than 120°F (adj.).
- Low Discharge Air Temp: If the discharge air temperature is less than 40°F (adj.).

Fan Status:

The controller shall monitor the fan status.

Alarms shall be provided as follows:

- Fan Failure: Commanded on, but the status is off.
- Fan in Hand: Commanded off, but the status is on.

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- Fan Runtime Exceeded: Fan status runtime exceeds a user definable limit (adj.).

Environmental Index:

When the zone is occupied, the controller will monitor the deviation of the zone temperature from the heating or cooling setpoint and calculate a 0-100% *Environmental Index* which gives an indication of how well the zone is maintaining comfort. The controller will also calculate the percentage of time since occupancy began that the Environmental Index is 70% or higher. Optionally, a weighting factor can be configured to adjust the contribution of the zone to the rollup average index based upon the floor area of the zone, importance of the zone, or other static criteria.

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LITTLE ROCK, ARKANSAS**

JOB # 42-62

AHTD 10th Floor Fan Coils

DIRECT DIGITAL
CONTROL SYSTEM

Section: 23 09 23

Date: 01/20/2012

Point Name	AI	AO	BI	BO	AV	BV	Sched	Trend	Alarm	Show On Graphic
Zone Temp	x							x		x
Zone Setpoint Adjust	x									x
Discharge Air Temp	x							x		x
Fan Status			x							x
Fan Start/Stop				x				x		x
Cooling Coil Valve				x				x		x
Heating Coil Valve				x				x		x
Environmental Index					x			x		
Percent of Time Satisfied					x			x		
Schedule							x			
Heating Setpoint								x		x
Cooling Setpoint								x		x
High Zone Temp									x	
Low Zone Temp									x	
High Discharge Air Temp									x	
Low Discharge Air Temp									x	
Fan Failure									x	
Fan in Hand									x	
Fan Runtime Exceeded									x	
Totals	3	0	1	3	2	0	1	9	7	9

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIFICATIONS
CENTRAL OFFICE TOWER FAN COIL REPLACEMENT
LITTLE ROCK, ARKANSAS****JOB # 42-62****WARRANTY**

All materials and workmanship shall be warranted against defects for a period of one (1) year from date of acceptance by the Arkansas Highway and Transportation Department.

METHOD OF MEASUREMENT

Fan coil units replacement, in place and operating, as called for in these Specifications, as indicated on the Plans, 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 "Central Office Tower Fan Coil Replacement", which price shall be full compensation for all materials, labor, tools, equipment, machinery, caulking, drayage, rigging, fees, permits, clean-up, guarantees and any and all incidental items required to complete the work.

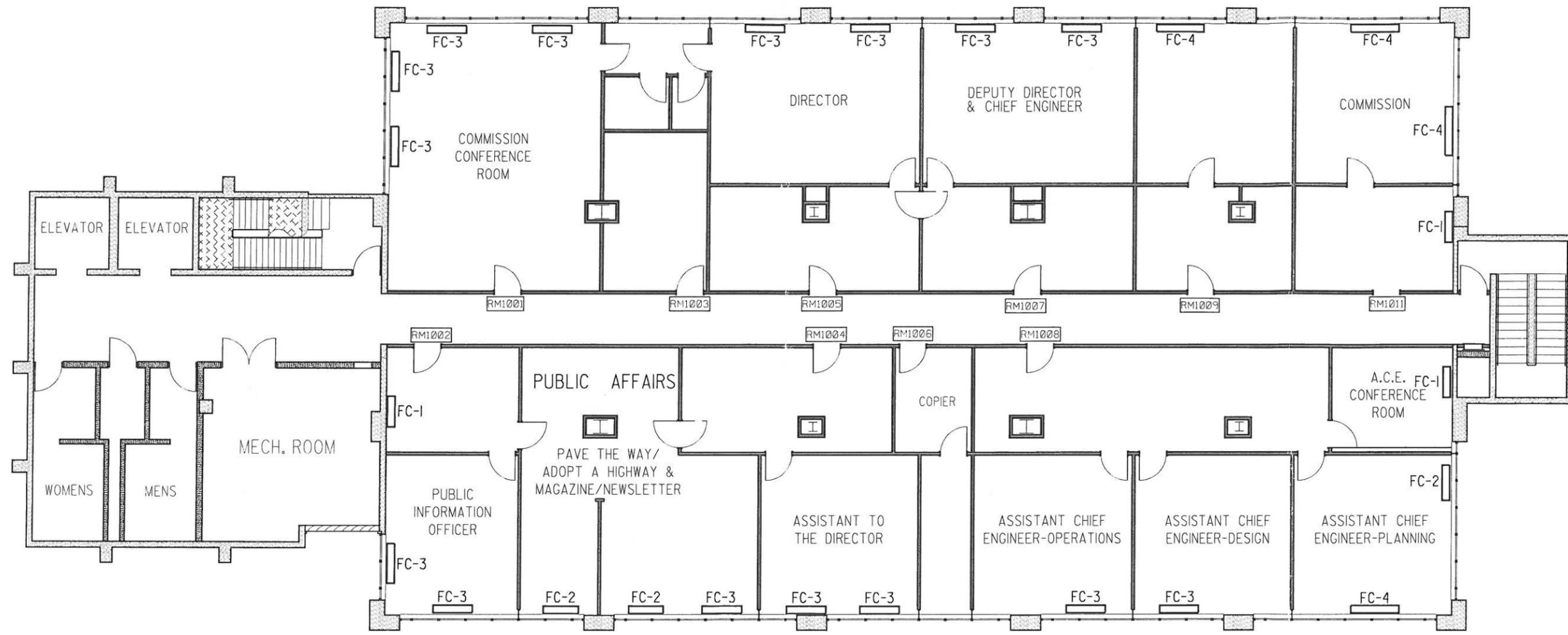
PAY ITEM**PAY UNIT**

Central Office Tower Fan Coil Units Replacement

Lump Sum

DATE REVISED	DATE FILMED	DATE REVISED	DATE FILMED	FED. RD. DIST. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
				6	ARK.			
				JOB NO.				

4 FAN COIL UNITS PLAN



FAN COIL UNIT SCHEDULE

- FC-1 MCQUAY FCVC 102, W/4" EXTENSIONS EACH SIDE. 200 CFM FRONT RETURN, TOP SUPPLY 4 PIPE HEATING AND COOLING, HW & CHW, OPPOSITE END COIL CONNECTIONS, RIGHT HAND COOLING AND DRAIN AND LEFT HAND HEATING, 4800 BTU COOLING, 9450 BTU HEATING, W/AUTOMATIC LOGIC TEMPERATURE CONTROL.
- FC-2 MCQUAY FCVC 103, W/4" EXTENSIONS EACH SIDE. 300 CFM FRONT RETURN, TOP SUPPLY 4 PIPE HEATING AND COOLING, HW & CHW, OPPOSITE END COIL CONNECTIONS, RIGHT HAND COOLING AND DRAIN AND LEFT HAND HEATING, 7400 BTU COOLING, 13,125 BTU HEATING, W/AUTOMATIC LOGIC TEMPERATURE CONTROL.
- FC-3 MCQUAY FCVC 104, W/4" EXTENSIONS EACH SIDE. 400 CFM FRONT RETURN, TOP SUPPLY 4 PIPE HEATING AND COOLING, HW & CHW, OPPOSITE END COIL CONNECTIONS, RIGHT HAND COOLING AND DRAIN AND LEFT HAND HEATING, 10,000 BTU COOLING, 16,275 BTU HEATING, W/AUTOMATIC LOGIC TEMPERATURE CONTROL.
- FC-4 MCQUAY FCVC 106, W/4" EXTENSIONS EACH SIDE. 500 CFM FRONT RETURN, TOP SUPPLY 4 PIPE HEATING AND COOLING, HW & CHW, OPPOSITE END COIL CONNECTIONS, RIGHT HAND COOLING AND DRAIN AND LEFT HAND HEATING, 13,000 BTU COOLING, 20,475 BTU HEATING, W/AUTOMATIC LOGIC TEMPERATURE CONTROL.

PROPOSED PLAN FOR A. H. T. D.

CENTRAL OFFICE BUILDING

10th FLOOR FAN COIL UNITS

LITTLE ROCK, ARKANSAS

PULASKI COUNTY, DISTRICT NO. 6

FAN COIL UNITS PLAN

ORIGINAL CONSTRUCTION DATE: 1969

PLAN UPDATED: 02-22-12

DRAWING NO. **F-1**