

STANDARD BID CONDITIONS

H-14-280R

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 19-11-08).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's 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 Joanna P. McFadden 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:

joanna.mcfadden@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 14-137-091

FOR

PORTABLE CHANGEABLE MESSAGE SIGN

SOLAR POWERED

LED TYPE

1. **General:** This specification is intended to describe a trailer mounted portable changeable message sign that utilizes amber LED character displays and is primarily powered by solar cells. The manufacturer shall be experienced in the manufacturing of portable changeable message signs. Units furnished shall be the latest type, improved model in current production (as offered to commercial trade) and shall be of good quality as to workmanship and material. All units offered under this advertisement shall be new. The sign must meet all federal and state safety regulations and comply with MUTCD guidelines.
2. **Type:** The unit shall be a self-contained, microprocessor controlled, trailer mounted system capable of displaying selected traffic control messages from a preprogrammed set of stored or keyboard entered messages. The system shall consist of a message board unit, a control cabinet with message display panel, a power supply and interconnecting cables, all of which are mounted on the trailer.
3. **Message Board:** The message board shall provide for three (3) separate lines of legend with each line having the capability of displaying no less than eight (8) characters. Each line shall consist of seven (7) rows x no less than forty (40) columns of pixels. Each character shall be formed within a matrix which contains 35 LED pixels configured in a seven (7) row x five (5) column arrangement. Each pixel shall consist of a group of no less than four (4) amber LED's clustered to form one pixel. Each character shall have minimum nominal dimensions of 17" high x 9" wide. The message shall be visible and legible from a minimum distance of 900' during 24 hour operations. Under variable light level conditions the sign shall automatically adjust the LED intensity so as to meet the 900' visibility requirements without being too dim or too intense.
4. **Message Board Housing:** Shall be constructed of aluminum alloy and have minimum nominal dimensions of 72" high x 126" wide. The face panel of the message board shall be covered with clear UV inhibited polycarbonate of 1/8" minimum thickness. The polycarbonate cover may consist of a single lens for the entire face, or one lens per line of legend.
5. **Controller:** The controller shall be a solid-state unit containing all the necessary circuitry and memory for storage of messages and sign operating software. It shall be capable of storing a minimum of 150 factory pre-stored messages and a minimum of 99 operator keyboard-entered messages. All message memory shall be retained during power outages or failures. The message board shall be capable of displaying any selection from the pre-stored messages and/or any message which is entered through the keyboard with the capability to alternately show or sequentially flash up to six (6) of the stored messages. For purposes of this specification, a message is defined as one (1) screen having one (1) to twenty-four (24) characters. The sign electronics shall be solid state with appropriate controls for the selection of messages and have an operational temperature range of -20° F to 120° F. The controller shall be placed so as to allow the operator to perform all functions from one location while facing the traffic flow. The keyboard shall be equipped with a security lock-out feature to prevent unauthorized use of the controller. It will have a local message display panel to show the full three (3) line message either being displayed on the sign or being created on the keyboard. In addition, this display panel will be capable of giving the operator all programming instructions. The sign electronics shall be pre-programmed to display the following messages:

(1) One Lane Bridge	(9) Center Lane Closed Ahead
(2) Shoulder Drop-Off	(10) Left Lane Closed Ahead
(3) Detour Ahead	(11) Right Lane Closed Ahead
(4) Two-Way Traffic Ahead	(12) Caution-Vehicle Crossing
(5) Form One Line Left	(13) Max. Speed XX MPH
(6) Form One Line Right	(14) Merge Right
(7) Form Two Lines Right	(15) Merge Left
(8) Form Two Lines Left	
6. **Controller Cabinet:** The controls shall be enclosed in a lockable cabinet to prevent unauthorized manipulation. The controller cabinet shall be mounted on the forward part of the trailer so the operator is viewing traffic while performing operations on the controller. The cabinet shall have a dust proof seal around the door and shall contain the sign controller keyboard, an interior light for night operation, the on-board battery charger, the 120 volt AC sign to land power receptacle and an instrument panel. The instrument panel shall contain a main power toggle switch, the raise and lower toggle switch, the battery charger ammeter and an hour meter.

7. Power Supply: Primary power shall be solar based. The unit shall be designed to operate through the use of a 12 volt battery pack consisting of heavy duty, deep cycle batteries. The batteries shall be located in one (1) or two (2) lockable, heavy duty boxes. The battery pack shall be recharged through the utilization of a solar panel array mounted at the top of the message board housing. Additionally, the battery pack shall contain an auxiliary battery charger allowing batteries to be recharged within 24 to 48 hours utilizing existing commercial 120 volt AC electrical service. The solar panel array shall produce sufficient power under average weather and sun conditions to operate the sign for a minimum of thirty (30) continuous 24 hour days without requiring auxiliary power. The unit shall be capable of continuous isolated battery operation (no sun) for a period of no less than eighteen (18) days, when starting from a fully charged battery pack.
8. Raise And Lower Mechanism: The sign panel shall be supported on a telescoping upright member permitting the sign panel to be raised for operation and lowered for transportation. Lifting and lowering shall be accomplished through an electric-hydraulic power pack composed of a DC motor, pump and reservoir. The hydraulic system shall include a manual pump, with manual release, for use as a backup for the electric-hydraulic pump. The controls for the electric-hydraulic pump shall consist of a toggle switch which shall be labeled "up" and "down". The upright member shall allow for 360° manual rotation and be designed to lock the sign panel in position. The bottom of the sign panel shall be a minimum of 7' above the road surface when in the operating position.
9. Trailer: Shall be a heavy duty trailer specially designed to adequately support the message board, power supply and other appurtenances in both a display or travel position. It shall be capable of being towed at 55 mph over extensive distances. It shall withstand wind gusts of 80 mph with all outriggers in place. The frame shall be constructed of structural steel tubing, adequately braced and reinforced such that all connections and structural members shall be sufficiently designed and rated to resist loads that the sign and trailer will receive during operations. If counterweights are required, they shall be incorporated as an integral part of the frame. It shall be equipped with a 3,500 pound minimum capacity heavy duty axle and 5,000 pound minimum GVWR surge brake actuator hitch with 2" ball, heavy duty safety chains with hooks, combination stop, tail and directional lights, leveling jacks on each corner, surge type hydraulic brakes and 15" radial tires with load carrying capacity for towing at highway speeds. A flat-top, heavy duty, walk-on type fender shall be installed over each wheel. Shall be complete with a six pole round trailer connector including plug for trailer and receptacle for towing vehicle.
10. Paint: Manufacturer's standard color is acceptable.
11. 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. If any warranty literature submitted with the bid conflicts with AHTD warranty requirements, the conflict(s) shall be specifically noted, corrected and included with the bid or the conflict(s) will be considered an exception to warranty specifications and the bid rejected.
 - E. 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.

12. **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.
13. **Literature:** Manufacturers literature, verifying adherence of proposed unit to each line item addressed in this specification, shall be submitted with the bid. If any literature and/or specifications of items conflict with AHTD specifications, the conflict(s) shall be specifically noted, corrected and submitted with the bid.
14. Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by the Arkansas State Highway and Transportation Department that deviations will be acceptable.
15. **Manuals:** The successful bidder shall furnish one (1) Operator's Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book to each FOB point.

The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD, DVD, USB Drive, etc.) in lieu of printed manuals.
16. **Training:** The successful bidder shall provide a trained service representative to instruct AHTD operators in the care and operation of unit when delivered.
17. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All equipment and accessories as regularly furnished by the manufacturer for satisfactory operation shall be furnished whether or not they are specifically mentioned in this specification.
18. **Parts Inventory & Service Facilities:** The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
19. **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.
20. **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.