



BID INVITATION

STANDARD CONDITIONS

M-03-179H

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.
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 AND LITERATURE:** Samples or technical literature must be provided within 14 days of AHTD request unless AHTD extends time. Failure to provide samples or literature within this period may cause bid to be rejected. When required, samples of items must be furnished free of charge, prior to or after the opening of bids, and, if not destroyed, will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and item number. Request for return of samples must be made within 10 days following submission of sample. Samples from successful bidders will 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 03-64-3113**

**FOR**

**UNDERHOOD AIR COMPRESSOR**

1. **General**: Successful bidder shall furnish and install Underhood Mounted Air Compressors on two (2) 2004 year model Freightliner FL70 trucks owned by AHTD. Each truck has a GVWR of 33,000 pounds and is equipped with a Caterpillar 3126 diesel engine rated at 230 gross horsepower. Trucks are equipped with air brakes, air conditioning and power steering. Both trucks are equipped with Sign Storage Bodies (Van type bodies specifically designed for highway sign storage). One truck has a Cab to Axle measurement of 108" and is equipped with a sign body with a nominal length of 13'. The second truck has a Cab to Axle measurement of 120" and is equipped with a sign body with a nominal length of 15'.
  - A. Trucks are to be picked up by successful bidder at AHTD Equipment and Procurement Division, 11302 Baseline Rd., Little Rock, Arkansas. After installation is complete, trucks are to be delivered by successful bidder to AHTD Equipment and Procurement Division, 11302 Baseline Rd., Little Rock, Arkansas.
  - B. If distance from Little Rock, Arkansas to bidder's installation facility exceeds a nominal radius of 225 miles, the vehicles must be transported rather than driven to and from the installation facility. The successful bidder will be responsible for the cost of transporting trucks to bidder's installation facility and back to AHTD Equipment and Procurement Division after installation is complete. Successful Bidder shall furnish proof of insurance that would cover the loss of trucks while in his possession.
  - C. Successful bidder shall be experienced in the installation of air compressors and similar equipment and shall be approved by the manufacturer for installation of the underhood mounted air compressor and incidentals furnished.
2. **Compressor**: Positive displacement, single stage, oil flooded rotary screw air compressor with 100% duty cycle and a minimum rated capacity of 70 cubic feet of free air per minute at 175 psi. Shall be mounted under the hood of the truck and be driven by the truck engine by means of a multi-groove drive belt. Compressor shall be equipped with high temperature cut-off switch, multi-groove electric clutch and air inlet control valve with oil fill port, air pressure regulator and approved type air intake filter.
3. **Air Receiver**: Tank shall be no less than three (3) gallon size designed for remote mounting and have a 200 psi high pressure relief valve. Shall be equipped with an air/oil separator, lubricant sight glass, and 25 micron minimum replaceable spin-on oil filter with safety bypass feature. Shall include an automatic blow down valve for unloading system during transit.
4. **Heat Exchanger**: Compressor oil cooler shall be a remote mounted liquid to liquid heat exchanger of adequate capacity for compressor furnished.
5. **Air Dryer**: Twelve (12) volt DC heated aftercooler with a minimum air output rating of 50 cfm equipped with integral trap and drain. Shall mount directly to the truck frame.
6. **Control Panel**: Shall be mounted in truck cab in an accessible location and be equipped with a compressor hour meter, high temperature safety switch, air pressure gauge, on/off switch and on/off indicator light. Unit shall also include remote on/off switching at lower curb side rear to allow operator to activate or deactivate the system from that location.
7. **Throttle Control**: Shall be electronic control designed to fit a Caterpillar 3126 diesel engine in a 2004 year model Freightliner FL70 truck. Unit shall be engineered specifically for vehicles with drive-by-wire throttle pedals and be installed in truck cab to protect it from harsh environment. Shall be 12 volt activated and immediately respond to air needs. Unit shall be installed so that emergency brake must be applied to activate air compressor and shall contain a DDC (drive disable circuit).

8. Mounting Kit: Shall be factory engineered and designed to fit the engine and truck specified above. Shall contain, as a minimum, a multi-groove electric clutch, mounting bracket and accessory brackets, crankshaft pulley (if required), all applicable belts, fasteners, and stainless steel braided hoses from compressor as regularly furnished by manufacturer.

Additionally, air discharge lines shall be furnished and installed to provide outlets at the upper and lower curb side rear edges of the body. These outlets shall be equipped with 1" Foster quick disconnects. An additional 1/2" female quick disconnect shall be provided at the lower curb side rear for use of an air drill or impact wrench.

9. 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 placed in service by AHTD. Warranty shall include parts, labor and transportation cost to location of equipment. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done. It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.
10. Manuals: Successful bidder shall furnish one (1) copy of Parts Book with each unit delivered. In addition, one (1) copy of Parts Book shall be furnished to Equipment and Procurement Division, P.O. Box 2261, Little Rock, AR 72203 (11302 W. Baseline Road, Little Rock, AR 72209 if shipping UPS or FedEx).

The successful bidder may provide Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.

11. The air compressor and all necessary incidentals shall be completely installed and made ready for continuous operation at time of delivery.

All parts, accessories and tools necessary for efficient operation 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).

12. Successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
  13. The Arkansas State Highway and Transportation Department reserves the right to require a demonstration, under actual working conditions, of compressor bid under this specification before award is made.
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