



## STANDARD BID CONDITIONS

## H-12-057A

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](mailto: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 12-0-194**

**FOR**

**FOUR WHEEL TYPE PICKUP STREET SWEEPER**

1. **General:** This specification is intended to cover a self-propelled four wheel type pickup street sweeper with a minimum volumetric hopper capacity of 3.29 cubic meters (4.3 cubic yards), elevator system, main pick-up broom and right and left gutter brooms providing a maximum total sweeping swath of no less than 3 m (10').
2. **GVWR:** 11,791 kilograms (26,000 pounds) minimum.
3. **Wheelbase:** Minimum of 295 cm (116").
4. **Engine:** Unit shall be equipped with a single engine to propel the vehicle and power the pick-up broom, gutter brooms and elevator system.  
  
Shall be a water cooled, turbocharged, 4 cycle diesel engine with a minimum piston displacement of 5.88 liters (359 cubic inches) developing SAE gross power of no less than 142 kW (190 hp) at rated RPM with SAE gross torque of no less than 657 Nm (485 lb. ft.).  
  
Engine shall have 12 volt electric system and include starter, battery with not less than 900 cold cranking amps at -18° C (0° F), not less than 160 amp alternator, and ammeter or charge indicator. Shall have lube oil and fuel filters, approved type air cleaner, muffler and all other accessories or equipment necessary for efficient operation.
5. **Cooling System:** As recommended and regularly furnished by the manufacturer for use with the engine size specified above. Shall be protected to -29° C (-20° F), or lower, with ethylene glycol type anti-freeze.
6. **Engine Shutdown:** Shall have engine safety shutdown system with manual or automatic override. System shall monitor and shut down engine in the event of low oil pressure, high coolant temperature or low coolant level.
7. **Transmission:** Allison automatic transmission with manual range selection or automatic shifting in four (4) forward speeds.
8. **Auxiliary Transmission:** Unit shall be equipped with an auxiliary transmission for use when sweeping. Auxiliary transmission shall have a minimum reduction ratio of 2.75 to 1.
9. **Steering:** Hydraulic actuated power steering as regularly offered by manufacturer. Shall include dual operator controls in cab providing left and right hand steering.
10. **Front Axle:** Shall have a minimum capacity of 3,628 kilograms (8,000 pounds).
11. **Rear Axle:** Single speed with a minimum capacity of 8,163 kilograms (18,000 pounds). Ratio of rear axle furnished shall provide a top speed of no less than 80.5 km/hr (50 mph).
12. **Suspension:** Shall have front and rear suspension of adequate capacity to meet GVWR and axle ratings specified above.
13. **Front Tires And Wheels:** Two (2) no less than 9R22.5, load range F, tubeless radial tires. Shall be mounted on 22.5" diameter steel disc wheels.
14. **Rear Tires And Wheels:** Two (2) no less than 315/80R22.5, load range L, tubeless radial tires. Shall be mounted on 22.5" diameter steel disc wheels.
15. **Spare Wheel:** One (1) spare front wheel (less tire) shall be provided.
16. **Brakes:** Air or hydraulic four (4) wheel service brakes and parking brake as regularly furnished by manufacturer.
17. **Fuel Tank:** Minimum capacity of 189 liters (50 gallons).
18. **Cab:** Shall be full width, "Enclosed Type" as regularly furnished by manufacturer with full doors with roll up or sliding windows, two (2) individual suspension type seats, adjustable for operator comfort, two (2) sets seat belts, fresh air heater-defroster unit, two-speed windshield wipers and washers, cab light, horn and right and left sun visors. Shall have dual operator controls providing right and left hand steering (as specified above) with visibility to both gutter brooms. Shall have all necessary instruments and controls to actuate and control operation of sweeper including speedometer, odometer, oil pressure gauge, coolant temperature gauge, transmission oil temperature gauge, ammeter or charge indicator, electric hour meter, tachometer, fuel gauge and head light beam indicator.

19. Air Conditioner: Shall be equipped with factory installed air conditioning and include tinted safety glass all around.
20. Mirrors: Shall have right and left West Coast Sr. type outside rear view mirrors installed in such manner to insure full visibility from either side of sweeper. In addition, two (2) convex mirrors no less than 20 cm (8") in diameter shall be provided.
21. Hood: Tilting fiberglass hood and fenders.
22. Lights: Shall be equipped with dual beam headlights, parking lights, two combination tail, stop and directional lights, clearance lights, spotlights for gutter brooms and rear broom, directional turn signals with hazard flasher switch, backup lights, and any other lights required by ICC.
23. Backup Alarm: Shall be equipped with an electric backup alarm meeting the requirements of SAE J994 with a minimum sound level output of 97 decibels.
24. Gutter Brooms: Shall be vertical digger type, no less than 101 cm (40") in diameter, mounted on right and left side of sweeper. Shall be hydraulic motor driven and operated vertically and laterally by means of hydraulic cylinder. Shall be infinitely adjustable for pattern and wear. Shall be filled with no less than 66 cm (26") steel wire. Brooms to be controlled from cab of sweeper. Each gutter broom (right and left) shall additionally incorporate a tilt capability, remotely controlled from cab of sweeper, to allow instant adjustment for debris removal from deep gutters. Shall be complete with one additional set of filled gutter brooms for both sides of sweeper.
25. Main Broom: Shall be no less than 86 cm (34") in diameter x 147 cm (58") in length, filled with polypropylene material on steel core supported by self-aligning, anti-friction bearings. Shall be refillable and reversible end to end. Shall be free floating to follow contour of road surface. Shall be hydraulic motor driven and raised and lowered by means of a hydraulic cylinder. Broom to be controlled from cab of sweeper and automatically stop when elevator is reversed. Shall provide a minimum sweeping path of 2.3 m (7' 6") with one gutter broom in use and a minimum of 3 m (10') with both gutter brooms in use.
26. Elevator: Sweeper shall have a hydraulically driven conveyor equipped with replaceable rubber squeegee type flights for conveying material to hopper from main broom. Conveyor shall be reversible without damage to conveying system for extended periods of time for cleaning, flushing, etc. Shall have sufficient flexibility to allow passage of large objects and be equipped with an elevator overload warning signal in sweeper cab. A conveyor flushing system shall also be provided.
27. Hopper: Shall have a volumetric capacity of no less than 3.29 cubic meters (4.3 cubic yards) with an effective material volume of no less than 2.29 cubic meters (3 cubic yards). Shall be hydraulically controlled high lift side dump type designed to dump to the right hand (curb) side. Hopper shall be located between the front and rear axles and have scissors type lift mechanism equipped with hydraulic cylinders providing variable dump heights from a minimum height of no more than .86 m (2' 10") to a maximum height of no less than 2.9 m (9' 6"). Parking brakes shall be automatically applied when hopper is elevated and released when hopper is returned to sweeping or travel mode. Shall be equipped with an indicator to show when hopper is full. Hopper controls to be located in cab.
28. Hydraulic System: Shall be adequate for use within the design requirement of sweeper and include the following: hydraulic pump/s, suction strainer, reservoir, replaceable hydraulic filter with condition indicator, drive motors, cylinders, control valves, relief valves, oil cooler, hoses and fittings.
29. Water System: Shall have pressure water spray system for dust control. Shall have sufficient nozzles across front of sweeper, over the main pick-up broom and over each gutter broom to adequately cover the sweeping path. Controls for spray system shall be operated from cab of sweeper and provide independent control of left and right side spray nozzles. Water tank shall be constructed of polyethylene material and have a minimum capacity of 1,041 liters (275 gallons). A manhole cover shall be provided for cleanout. A water fill hose no less than 4.5 m (15') long, complete with 2.5 inch NST bronze coupling for fire hydrant, shall be provided.
30. Mud Flaps: Shall have mud flaps no less than 61 cm (24") wide and 6.35 mm (1/4") thick, without advertising, mounted behind rear wheels.
31. Color: Sweeper unit, cab, hood, fenders and wheels shall be painted Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Front bumper, grill, and mirrors shall be as regularly furnished by manufacturer.

32. **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.
33. **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.
34. **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. In addition, one (1) copy each of Operator's Instruction Manual, Shop Repair Manual, and Parts Book shall be furnished to Equipment & Procurement Division, P.O. Box 2261, Little Rock, AR 72203 (11302 W. Baseline Road, Little Rock, AR 72209, if shipping UPS, FedEx, etc.).
- The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.
35. **Training:** The successful bidder shall furnish qualified personnel to instruct AHTD operators and service technicians on operation and maintenance of units purchased under this specification.
- In addition, the successful bidder shall furnish information on any factory service schools which would be available for AHTD service technicians.
36. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery.
- All parts, accessories and tools necessary for satisfactory operation of unit 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). Complete installation instructions, including hydraulic system shall be furnished with each unit.
37. **Parts Inventory & Service Facilities:** The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.

38. 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.
39. 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.