

STANDARD BID CONDITIONS

H-13-159R

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 is submitted as set forth above, prior to bid opening. 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. Received 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 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. Nelson 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.nelson@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 13-52-135

FOR

HYDRAULIC EXCAVATOR
TRACK MOUNTED WITH MECHANICAL THUMB
36" EXCAVATING BUCKET
AND 72" DITCHING BUCKET
POLYURETHANE PADS

1. **General:** This specification is intended to cover a hydraulically operated excavating machine consisting of an upperstructure with power unit, control cab and hydraulically operated boom, arm and tool assembly, all mounted on a track type undercarriage with polyurethane pads. Machine furnished must be a current model built for the U.S. market. Machines manufactured for foreign markets will not be accepted.
2. **Engine:** Liquid cooled, turbocharged diesel with a minimum piston displacement of 3.0 liters developing no less than 101 net horsepower at not more than 2,300 RPM. Shall have 24 volt electric system and include starter, battery and alternator. Shall have lube oil and fuel filters, approved type air cleaner, muffler, electric hour meter, fuel tank of sufficient capacity to allow a minimum of eight (8) hours of continuous operation, fuel gauge and all other accessories or equipment necessary for efficient operation. Cooling system shall have anti-freeze protection to -20° F, or lower.
3. **Hydraulic System:** Variable flow hydraulic system for power to boom, arm, attachments, swing and travel circuits. Shall have one or more variable displacement axial piston pumps of size, type and capacity to perform all required operations allowing simultaneous operation of swing, travel and boom functions. Hydraulic cylinders shall be double acting type. All circuits shall have safety relief valves to prevent overloading. Hydraulic system and reservoir shall have a minimum oil capacity of 35 gallons. Hydraulic system shall be equipped with a filtration system with replaceable filter elements of adequate capacity.
4. **Controls:** Shall have hydraulic joystick type controls for hoist, crowd, bucket and swing functions. Shall be self-centering type that will automatically stop machine movements and hold boom when controls are released. Controls shall be configured in accordance with SAE Recommended Practice as set forth in SAE J1177.
5. **Travel:** The machine shall be driven by two hydraulic motors, one on each track assembly. Shall have a minimum of two speeds and be designed to operate independent of each other for steering purposes. Steering shall have left, right and counter-rotating ability. Steering shall be controlled by foot pedals or removable hand levers. Pushing one pedal/lever forward and the other backwards will make the machine counter-rotate. Travel motors and hydraulic lines shall be enclosed within the width of the track frame.
6. **Undercarriage:** Idlers and rollers shall be sealed and lubricated type. Track tension adjustment shall be hydraulic type.
 - A. **Rollers:** The undercarriage shall have a minimum of seven (7) track rollers and a minimum of two (2) carrier rollers per side.
 - B. **Tracks:** Shall consist of polyurethane pads. Track shoes shall have a nominal width of 24". There shall be no less than 42 track shoes per side. Track length shall be no less than 12' 10". Track gauge shall be 6' 6". Overall track width shall not exceed 8' 6".
7. **Travel Brakes:** Spring applied, hydraulically released disc parking brake built into each drive motor.
8. **Boom and Arm:** Shall be hydraulically actuated assembly designed for use with machine furnished. Unit shall meet the following minimum requirements without the addition of the bucket tilting device specified in Paragraph 9.
 - A. **Digging Radius At Ground Level:** 29' 5", minimum.
 - B. **Digging Depth:** 20' 0", minimum.
 - C. **Dumping Height:** 20' 8", minimum.
 - D. **Arm Crowd Force:** 15,000 pounds, minimum.
 - E. **Bucket Digging Force:** 22,000 pounds, minimum.
 - F. **Bucket Pivot:** The bucket cylinder and linkage shall have the capability to operate the bucket through a minimum arc of 165°.
9. **Bucket Tilt:** Shall be equipped with a tilting device mounted between the arm and the attachment which hydraulically rotates buckets or other attachments up to no less than 130° (no less than 65° to each side from center). Shall be designed so that there are no hydraulic cylinders or other external moving parts. Tilting device shall incorporate a mechanical quick coupler system to facilitate tool changes. All hydraulic controls and lines required for operation of unit shall be included.

Lifting Capacity: Manufacturer's rated lifting capacity over the side at ground level in accordance with SAE J1097.

- 15' radius - 7,800 pounds, minimum
 - 20' radius - 5,100 pounds, minimum
 - 25' radius - 3,500 pounds, minimum
10. Swing System: Turntable shall be ball bearing type which will allow 360° continuous swing. Shall be driven by a hydraulic motor connected to a planetary reduction unit. Swing system shall meet the requirements of SAE J1371.
 11. Cab: All weather type, fully enclosed with full vision tinted safety glass windows, air conditioning, hot water type heater, electric windshield wiper with washer, adjustable suspension seat, seat belt and AM/FM radio. Front window to be removable type. All controls shall be easily accessible to operator including engine start, stop and throttle controls and gauges or indicators.
 12. Travel Alarm: Shall be equipped with a travel alarm meeting the requirements of SAE J1446.
 13. Work Lights: Shall be equipped with a minimum of one (1) sealed beam headlight mounted on the boom and one (1) sealed beam headlight mounted on the upperstructure.
 14. Attachments: The attachments listed below shall be furnished with the machine including any pins, bolts or accessories necessary for their hook-up to the machine.
 - A. Mechanical Thumb: Unit shall be equipped with an all steel mechanical thumb attachment with a minimum of three (3) tines to provide the capability of grasping, holding and dumping various types of brush and debris. Thumb shall have a minimum of two (2) working positions and be designed to fold and store on the dipperstick when not in use. Shall be fully installed and be complete with all components necessary for proper mounting and operation of the attachment.
 - B. Buckets: The following buckets shall be furnished.
 - (1) One (1) Heavy Duty Excavating Bucket w/Teeth, no less than 36" wide; minimum SAE capacity .78 cubic yard.
 - (2) One (1) Ditch Cleaning/Grading Bucket, no less than 72" wide, equipped with a bolt-on cutting edge; minimum SAE capacity 1.0 cubic yard.
 15. Vandalism Protection: Shall be equipped with vandalism protection including the following items as a minimum:
 - Locking cab door and locking filler caps for the fuel tank, hydraulic tank and radiator. Filler caps located behind locking panels are acceptable in lieu of individual locking caps.
 - Lockable engine enclosure.
 - Lockable battery box cover(s) if batteries are not mounted inside lockable engine enclosure.
 - All lockable panels and compartments shall be equipped with an integrated locking system, or padlocks. All locks shall be keyed alike.
 16. Travel Height: Shall not exceed 10' 3" with bucket installed and boom assembly in traveling position.
 17. Weight: Complete unit (undercarriage, upperstructure, counterweight, boom assembly with bucket tilting device, and heavy duty excavating bucket) shall have a minimum weight of 37,000 pounds.
 18. Color: Shall be painted Arkansas State Highway & Transportation Department Omaha Orange (equivalent to Sherwin-Williams F1E 4143 Kem Transport Synthetic Enamel).
 19. 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.

20. 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.

21. Manuals: The successful bidder shall furnish an Operator’s Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book (for engine as well as machine and related components including, but not limited to, the bucket tilt device and hydraulic demolition breaker) to each FOB point. In addition, one (1) copy each of Operator’s Instruction Manual, Shop Repair Manual, and Parts Book (for engine as well as machine and related components including, but not limited to, the bucket tilt device and hydraulic demolition breaker) 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.

22. 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.

23. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All equipment necessary for efficient operation of unit shall be furnished whether or not they are specifically mentioned in this specification. All standard equipment as regularly furnished by manufacturer and as shown on printed literature and specification sheets shall be furnished unless specifically excluded by this specification.

24. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.

25. 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.

26. 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.

27. 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.