

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Contract Number: _____ **H-14-330R**

BID OPENING LOCATION:
AHTD Equipment and
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

MAIL TO:
AHTD Equipment and
Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
AHTD Equipment and
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

Bid Opening Date: **June 3, 2014** Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on page 2 of this Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____
Address: _____

City: _____ State: _____ Zip: _____
Federal Tax ID or Social Security No.: _____

Name (Type or Print): _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
Signature: _____
Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Snow Plows – delivered to locations indicated as per attached Bid Sheets.

All Snow Plows shall meet the requirements of Arkansas State Highway and Transportation Department Specifications attached to and made a part of this bid.

Contract may be renewed upon mutual agreement of the parties.

Bid prices shall include delivery of all Snow Plows to the Arkansas State Highway and Transportation Department at the F.O.B. location shown on the Bid Sheets.

Should there be a conflict between conditions printed on Page 2 of Invitation to Bid and other conditions stated with Bid Information and Specifications, the latter shall prevail. (See Items 11 & 12 of Specifications)

Bid Bond in the amount of \$1,000 required of all bidders at time of bid opening or bid will be rejected. Personal and company checks are not acceptable as Bid Bonds. See Condition 3 on page 2 of bid invitation.

Performance Bond in the amount of 5% of the total awarded to the respective bidders must be furnished within 10 days after receipt of notice of intent to award as a guarantee of delivery in accordance with the specifications and within the time established in the bid. Personal and company checks are not acceptable as Performance Bonds. See Condition 3 on page 2 of bid invitation.

Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Bids/Contracts”. Tabulations will also be available at this site within 72 hours after bid opening. If you have any questions, call this office at 501-569-2667.

STANDARD BID CONDITIONS

H-14-330R

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 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
LITTLE ROCK, ARKANSAS
EQUIPMENT & PROCUREMENT DIVISION
BID SHEET

Bid No. **H-14-330R**

BIDDER: _____

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-
1. **4** - Snow Plow, 10' Reversible with Electric Hydraulic Controls, to meet AHTD Spec. **14-268-mm009**.

FOB: **4** Ea. - AHTD District 3 Headquarters, 2911 Highway 29 North, Hope, AR 71801

Make and Model _____

Bid Price (Do not include any Local, State or Federal Taxes) Each \$ _____

Total for **4** Plows \$ _____

Guaranteed Delivery Date _____

Additional plows may be purchased
at this price through _____

2. **2** - Snow Plow, 10' Reversible for Truck Mounting with Central Hydraulics, Without Truck Hitch, to meet AHTD Spec. **14-270**

FOB: **2** Ea. - AHTD District 5 Headquarters, 1673 Batesville Blvd., Batesville, AR 73501

Make and Model _____

Bid Price (Do not include any Local, State or Federal Taxes) Each \$ _____

Total for **2** Plows \$ _____

Guaranteed Delivery Date _____

Additional plows may be purchased
at this price through _____

BID TOTAL _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 14-268-mm009

FOR

**10' SNOW PLOW ATTACHMENT
WITH ELECTRIC HYDRAULIC PUMP
36" MOLDBOARD HEIGHT**

1. **General:** Snow plow with power reversing moldboard, complete with 12 volt DC electric hydraulic pump assembly. The snow plow provided shall be designed and approved by the manufacturer for installation on a truck which has a front gross axle weight rating of 12,000 pounds.
2. **Power Reversing:** Snow plow assembly shall be hydraulic power reverse type with a mechanical lock which is automatically released by the reversing cylinders before angling. When the desired plowing angle is reached, the latch shall be moved back into position mechanically to hold the desired angle and take pressure off the hydraulic cylinders.
3. **Moldboard:** Curved moldboard no less than 10' in length. Shall be constructed of no less than 10 gauge high tensile, grade 50, steel with a minimum of eight (8) vertical ribs and with horizontal ribs according to manufacturer's standard for plow size and type. Moldboard height shall be no less than 35" but shall not exceed 42". Shall be of extended curve design to prevent snow from coming over the top of the moldboard at high speed. When set at the optimal plowing angle the top of the moldboard curve shall extend forward of the cutting edge by no less than twelve (12) inches. Shall have mailbox ends equipped with sight markers. Shall have cutting angle adjustment to no less than 35°. Shall be equipped with two (2) compression type spring safety trips capable of at least three (3) tension settings. Shall have a minimum of four (4) hinge points. Outside hinge point centers shall be no less than 115". Cutting edge shall be 1/2" x 6" high carbon steel with holes AASHTO spaced.
4. **Caster Wheels:** Plow assembly shall be equipped with adjustable swivel wheels. Wheels shall be no less than 8" in diameter and be equipped with ball or roller bearings.
5. **Snowplow Hitch And Lift Assembly:**
 - A. **General:** Heavy duty type, low profile, front frame mounted universal plow hitch with fold down and adjustable lift arm designed for a truck with a tilt hood and stationary grill. Shall be capable of self storing lift cylinder.
 - B. **Lift Cylinder:** Shall be a minimum 2 1/2 x 10 S/A.
 - C. **Lift Arm Mounting Frame:** Shall be constructed using a minimum 1/2" x 3" angle welded to a 10" structural channel which forms the lift frame.
 - D. **Lift Arm Bracket:** Lift arm bracket and lower drop bar retaining/connecting lugs shall be fabricated from a minimum 3/4" thick plate.
 - E. **Hitch:** Shall be heavy duty type designed to carrying plows from 10' to 12' in length. (Hitches using braces running from the lift frame to the front axle of the vehicle are not acceptable) Tapered cheek plates shall be provided for securing the hitch frame to the truck frame on each side frame rail. Cheek plates shall be a minimum of 1/2" x 12".
 - F. **Fasteners:** A minimum of ten (10) 5/8" and eight (8) 7/16" grade eight (8) flange bolts with top lock nuts shall be provided to attach the hitch cheek plates to the truck frame.
 - G. **Rocker Angles And Plates:** Shall be provided for mounting above and below the truck frame to keep the hitch from loosening and moving forward. The rocker plates will be welded to the cheek plates and hitch during the installation process.
 - H. The hitch uses drop bar weldments to attach the plow push frame to the truck hitch. The drop bars shall be fabricated from 1" thick bars with lower end plates which will allow the attachment of any snowplow with 30" or 30 1/2" push frame centers.
 - I. Lower holes for plow attachment are to allow for 1 1/4" mounting pins.
6. **Hydraulic System:** A 12 volt DC electric hydraulic pump for under truck mounting with a one (1) gallon minimum reservoir and controls for inside cab operation shall be provided. Electric hydraulic pump shall be designed for angle type blade operation and have electric solenoid control valves for operating blade angle and for raising and lowering plow. Shall operate two (2) one-way cylinders for blade angle with return to tank in neutral position for operation of spring loaded mechanical latch. Unit shall also provide for power up, hold in neutral and gravity down for raising and lowering

plow. Control switches provided for installation inside cab shall have UP, DOWN, LEFT, RIGHT functions and be clearly labeled. A minimum of one (1) lift cylinder, two (2) angle cylinders and all necessary hoses and fittings for complete installation shall be furnished. Hoses furnished for the lift cylinder and angle cylinders shall each have a minimum length of 16'.

7. **Weight:** Snow plow assembly, without the truck hitch or electric hydraulic pump, shall have an approximate weight of 1,200 pounds.
8. **Color:** Manufacturer's standard color is acceptable.
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 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.
10. **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.
11. **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.**
12. 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.
13. **Manuals:** Successful bidder shall furnish one (1) copy of Operator's Manual and Parts Book with each unit delivered.

The successful bidder may provide Parts Manuals on computer media (CD ROM, DVD, etc.) in lieu of printed manuals.
14. Complete installation instructions shall be furnished with each unit.
15. All parts and equipment 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).

16. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
17. 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.
18. 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.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 14-270

FOR

**SNOW PLOW ATTACHMENT WITHOUT TRUCK HITCH
FOR TRUCKS WITH CENTRAL HYDRAULICS**

1. **General:** Snow plow with power reversing moldboard, for use on trucks equipped with central hydraulics. The snow plow provided shall be designed and approved by the manufacturer for installation on a medium duty truck which has a front gross axle weight rating of 12,000 pounds.
2. **Push Frame:** Shall be formed of all structural steel members properly reinforced to withstand severe snow plowing conditions.
3. **Power Reversing:** Snow plow assembly shall be hydraulic power reverse type. The reversing cylinders shall maintain the angle of the moldboard once the desired plowing angle is reached. The unit shall be equipped with a hydraulic cushion valve to protect hydraulic cylinders in the event of an impact with a fixed object.
4. **Moldboard:** Curved moldboard no less than 10' in length. Shall be constructed of no less than 10 gauge high tensile, grade 50, steel with a minimum of eight (8) vertical ribs and with horizontal ribs according to manufacturer's standard for plow size and type. Moldboard height shall be no less than 35" but shall not exceed 42". Shall be of extended curve design to prevent snow from coming over the top of the mouldboard at high speed. When set at the optimal plowing angle the top of the mouldboard curve shall extend forward of the cutting edge by no less than twelve (12) inches. Shall have mailbox ends equipped with sight markers. Shall have cutting angle adjustment to no less than 35°. Shall be equipped with two (2) compression type spring safety trips capable of at least three (3) tension settings. Shall have a minimum of four (4) hinge points. Outside hinge point centers shall be no less than 115". Cutting edge shall be 1/2" x 6" high carbon steel with holes AASHTO spaced.
5. **Caster Wheels:** Plow assembly shall be equipped with adjustable swivel wheels. Wheels shall be no less than 8" in diameter and be equipped with ball or roller bearings.
6. **Truck Hitch:** A truck hitch is not required (will be furnished by AHTD), however a minimum of one (1) lift cylinder (as specified in Paragraph 6) shall be provided.
7. **Hydraulic System:** Hydraulics for plow will be provided by a central hydraulic system already mounted on truck. A minimum of one (1) lift cylinder, two (2) angle cylinders and all necessary hoses and fittings for complete installation shall be furnished.
8. **Weight:** Snow plow assembly shall have a minimum weight of 1,200 pounds.
9. **Color:** Manufacturer's standard color is acceptable.
10. **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.

11. **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.
12. **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.**
13. 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.
14. **Manuals:** Successful bidder shall furnish one (1) copy of Operator's Manual and Parts Book with each unit delivered.
The successful bidder may provide Parts Manuals on computer media (CD ROM, DVD, etc.) in lieu of printed manuals.
15. Complete installation instructions shall be furnished with each unit.
16. All parts and equipment 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).
17. **Parts Inventory & Service Facilities:** The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
18. **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.
19. **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.