

STANDARD BID CONDITIONS

H-15-227R

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. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. 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). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. 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 AND PROCUREMENT DIVISION
BID SHEET**

Contract No.: H-15-227R

BIDDER: _____

1. **2** – Regenerative Air Sweeper, to meet AHTD Spec. **15-322-194S**

FOB: **AHTD – District 6 Headquarters, 8900 Mabelvale Pike, Little Rock, AR 72209**

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

Total for **2** Sweepers \$ _____

Sweepers proposed to furnish:

Make: _____ Model _____ Warranty _____

Guaranteed Delivery Date _____

Additional Units may be purchased at the same pricing and conditions through _____
(Date)

BID TOTAL \$ _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 15-322-194S

FOR

REGENERATIVE AIR SWEEPER

A. Scope Of Work:

This specification is intended to cover the replacement of two truck mounted sweepers by the removal of the existing regenerative air sweeper units from the cab and chassis on which they are currently mounted and the installation onto those cab and chassis of new regenerative air sweeper units with diesel power and all necessary controls.

The regenerative air sweeper units of the following equipment is covered by this specification:

Equipment Number 4625: 2007 International 4400 chassis, VIN number 1HTMKAAN77H410045, with Tymco Model 600 regenerative air sweeper. The chassis has a wheelbase of 152", a CA of 84" and GVWR of 33,000 pounds.

Equipment Number 4885: 2005 International 4400 chassis, VIN number 1HTMKAAN56H242081, with Tymco Model 600 regenerative air sweeper. The chassis has a wheelbase of 152", a CA of 84" and GVWR of 33,000 pounds.

All components associated with the sweeping units which are removed and are replaced by new components shall become the property of the vendor.

Sweepers are to be picked up by Successful Bidder at AHTD District 6 Headquarters, 8900 Mabelvale Pike, Little Rock, Arkansas. After installation is complete, sweepers are to be delivered by successful bidder to AHTD District 6 Headquarters, 8900 Mabelvale Pike, Little Rock, Arkansas. The successful bidder will be responsible for the cost of transporting the sweepers to bidder's installation facility and back to AHTD District 6 Headquarters after installation is complete. Successful Bidder shall furnish proof of insurance that would cover the loss of truck while in their possession.

B. General Conditions:

1. 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.
2. 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.
3. 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.
4. 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.

5. Training: Factory trained personnel shall instruct Arkansas State Highway & Transportation Department personnel in the operation and maintenance of sweepers furnished under this specification.

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

All parts, accessories and tools necessary for satisfactory operation of this unit shall be furnished whether or not they are specifically mentioned in these specifications (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications - unless specifically excluded by this specification).

7. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
8. 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.
9. 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.

C. Unit Specifications:

10. General: This specification is intended to cover a regenerative air sweeper (to be mounted on AHTD cab and chassis described above) with a minimum volumetric capacity of 7.3 cubic yards and a minimum effective loading capacity of 6 cubic yards, right and left hand gutter brooms and pick up head providing a minimum sweeping swath of 87".
11. Power Unit: Liquid cooled diesel engine with a minimum piston displacement of 4.5 liters developing no less than 99 horsepower at not more than 2,400 RPM. (Engine provided will be acceptable if it is manufactured by and branded as a product of Cummins or John Deere. If an engine from another manufacturer is proposed, it must be approved by AHTD prior to bid opening.) Shall have 12 volt electric starter, lube oil and fuel filters, heavy duty air cleaner with air restriction indicator in cab of truck and all other equipment and accessories necessary for operation. Shall have automatic engine shutdown for high water temperature and low oil pressure. Cooling system shall have anti-freeze protection to -20° F, or lower. Engine and components, including radiator, shall be protected from weather and debris by a sheet metal enclosure.
12. Controls: Shall have all necessary new and up-to-date instruments and controls to actuate and control operation of the sweeper unit. These controls shall be mounted in the truck cab and shall be accessible from either right or left operator seat. An electric hour meter for the auxiliary engine shall be provided and shall also be installed in the operator cab. The dual steering controls currently mounted in the truck shall be inspected and repaired or replaced as required to bring the unit up to new condition.
13. Blower: Centrifugal type fan no less than 30" in diameter constructed of high strength aluminum alloy with a wear resistant rubber surface, or, constructed of abrasion resistant steel. Shall run on anti-friction bearings and be driven by power unit specified above. Housing to be lined with a full length and width replaceable wear resistant liner.
14. Pick-up Head: Shall be a spring balanced pick-up head with a sweeping width of not less than 87", capable of operating in either forward or reverse direction. Air pressure and suction hoses shall have a minimum diameter of 14". The pick-up head shall be raised and lowered hydraulically with in-cab controls. Shall be supported on steel runners with carbide inserts when in operating position. Runners shall be angled at each end allowing both forward and backward operation of the unit without lifting the pick-up head.

15. Gutter Brooms: Shall be wire filled vertical digger type, no less than 42" in diameter, mounted on right and left side of sweeper, and be controlled from sweeper cab. Shall be hydraulic motor driven and operated vertically and laterally by means of hydraulic cylinder. Shall be infinitely adjustable for pattern and wear. Gutter broom down pressure shall automatically adjust to requirement. Shall be complete with one additional set of filled gutter brooms for both sides of sweeper.
 - a. Gutter Broom Tilt: 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.
 - b. Gutter Broom Drop-Down: Shall be equipped with a gutter broom override feature which allows the operator to switch from normal gutter broom extension to an inboard operation of the gutter brooms to allow the gutter brooms to drop down underneath the sweeper in front of the pick-up head area for road surface agitation. There shall be a control for each gutter broom allowing independent operation of the drop-down feature. Controls shall be located in the cab of the sweeper.
16. Dust Separator: Separation of the dirt and refuse from the air stream shall be accomplished within the hopper by means of a centrifugal dust separator. The separator housing shall be constructed of abrasion resistant material. A steel screen with minimum dimensions of 61" x 84" shall be provided to allow air to move freely from the hopper into the centrifugal dust separator.
17. Hopper: Shall have a minimum volumetric capacity of 7.3 cubic yards with a minimum effective loading capacity of 6 cubic yards. Shall have hydraulically operated quick opening dump system controlled from either side of sweeper. Shall have a warning light in cab to indicate when hopper is full. The rear door of hopper shall be opened with hydraulic cylinders. Interior of hopper shall be coated with a spray-on polyurethane liner (Rhino Linings, or equal) to provide abrasion protection. The polyurethane liner provided shall have a minimum thickness of 1/4".
18. Hydraulic System: Shall be adequate for use within the design requirement of sweeper and shall include the following: 80 mesh suction strainer, reservoir, replaceable hydraulic filter with condition indicator, drive motors, cylinders, control valves, relief valves, oil cooler, hoses and standard fittings. The hydraulic pump shall be belt or gear driven from the auxiliary engine.
19. Auxiliary Hydraulic System: Shall be equipped with a 12 volt auxiliary hydraulic system which can be used to raise/lower the pick-up head and gutter brooms, and to dump the hopper, without using the auxiliary engine.
20. Dust Control Water System: Shall have a high pressure, low volume water spray system for dust control. Spray system shall have sufficient nozzles to adequately cover the sweeping path of gutter brooms and pickup head. Water tank shall be constructed of polyethylene and have a minimum capacity of 220 gallons. Controls for spray system shall be operated from cab of sweeper. A water fill hose no less than 20' long, complete with 2-1/2 inch NST bronze coupling for fire hydrant, and a hose storage rack shall be provided.
21. Wash Down System: Shall have a high pressure wash down system complete with no less than 20' of high pressure wash down hose and quick disconnects on both sides of sweeper.
22. Hopper Deluge System: Shall consist of a high volume nozzle located in the hopper which attaches to a fire hydrant, by means of the water fill hose, to flush the hopper.
23. Auxiliary Hand Hose: Shall be no less than 8" in diameter, connected to hopper so that hose can be moved from side to side.
 - a. Assembly shall have a minimum working reach of 10'.
 - b. Shall have a nozzle no less than 48" long for cleaning catch basins.
 - c. Assembly shall be supported from a swivel boom and be equipped with hydraulic boom assist for ease of use.
 - d. Lights: Shall be equipped with spot lights for gutter brooms and a rear flood light.
24. Parabolic Mirrors: Shall have fender mounted parabolic mirrors to help operator observe the brooms while sweeping. If the mirrors currently mounted on the truck chassis are intact, they may be left in place, however, if the mirrors are damaged or missing, they shall be repaired or replaced.
25. Color: Sweeper unit shall be painted Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. AHTD will be responsible for painting the existing truck cab and chassis.

26. 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.