

BID INVITATION

STANDARD CONDITIONS

M-04-191H

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES AND LITERATURE:** Samples or technical literature must be provided within 14 days of AHTD request unless AHTD extends time. Failure to provide samples or literature within this period may cause bid to be rejected. When required, samples of items must be furnished free of charge, prior to or after the opening of bids, and, if not destroyed, will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and item number. Request for return of samples must be made within 10 days following submission of sample. Samples from successful bidders will be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." (Arkansas Code, Annotated, Section 19-11-708).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 04-64-4101

FOR

**INDUSTRIAL TYPE RIDING MOWER
WITH MID MOUNT MOWING DECK
DIESEL ENGINE**

1. **General:** Self-propelled, pneumatic tired, zero degree turning radius riding mower with diesel engine, rear drive wheels, front castering wheels, mid mount rotary mower and ROPS with canopy.
2. **Engine:** Liquid cooled diesel developing a minimum of 28 horsepower at rated RPM. Shall be equipped with 12 volt electric system including starter, battery, alternator and ammeter or charge indicator. Shall have all necessary gauges or warning lights including temperature and oil pressure. Shall have approved type air cleaner, oil filter, fuel filter, electric hourmeter, muffler, fuel tank and fuel gauge. Cooling system shall have anti-freeze protection to -20° F, or lower.
3. **Transmission:** Hydrostatic drive providing infinitely variable speed control to each drive wheel. Shall provide speeds from 0 to no less than 9 mph.
4. **Brakes:** Operational braking shall be dynamic through the hydrostatic transmission. Shall have disc or drum type parking brake.
5. **Steering:** Shall provide zero degree turning radius by means of dual levers, providing independent control to each drive wheel.
6. **Tires and Wheels:** Unit shall be designed with drive wheels at rear and castering wheels at front. Drive wheels to be wide base, no less than 12" diameter. Drive tires to be no less than 24 x 12.00 x 12 flotation type with turf tread. Shall have a minimum of two (2) front castering wheels equipped with no less than 15 x 6.00 x 6 tires.
7. **Hydraulics:** Shall include hydraulic lift and hydraulic cutting height adjustment for the mowing attachment. Hydraulic system shall have necessary hydraulic pump, controls, reservoir, hoses, etc.
8. **Controls:** All controls for engine, transmission, brakes, steering, mowing attachment lift, cutting height adjustment, mower drive, etc. shall be within easy reach of operator from seat.
9. **Mowing Attachment:** Mid mount, side discharge, rotary type with cutting swath of no less than 72". Shall be designed for use with chassis specified above and shall be mounted in such manner to allow mower to float while in operation.
 - A. Mower deck shall be constructed of no less than 7 gauge steel.
 - B. Shall have three (3) blades and be driven by PTO shaft to right angle gearbox with V belt drive to hubs, or, by one or more hydraulic motors.
 - C. Mower shall be equipped with a minimum of four (4) anti-scalp rollers (two on front and two on rear). Front rollers shall be independently functioning, swivel mounted, castering type.
 - D. Cutting height shall be hydraulically adjustable from approximately 1" to approximately 5" above ground level.
 - E. All belts or drives shall have adequate protective shields.
10. **ROPS:** Shall be equipped with a certified ROPS with canopy and seat belt.
11. **Seat:** Suspension type seat equipped with arm rests.
12. **Weight:** Unit shall weigh no less than 1,600 pounds including mowing attachment and ROPS.
13. **Color:** Unit shall be painted Arkansas State Highway & Transportation Department Omaha Orange, Sherwin-Williams No. F1E 4143 Kem Transport Enamel, or equal.

14. 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. 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.
15. 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 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.). Shop Repair Manuals and Parts Books shall cover the engine furnished as well as the chassis and mower deck.

The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.
16. 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. 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.
17. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All parts and accessories necessary for satisfactory operation shall be furnished whether or not they are specifically mentioned in this specification.
18. Successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
19. The Arkansas State Highway & Transportation Department reserves the right to require a demonstration, under actual working conditions, of machine bid under this specification before award is made.