

STANDARD BID CONDITIONS

M-10-042H

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).

AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address:

james.moore@arkansashighways.com.

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 10-64-0031

FOR

PULL TYPE ROTARY MOWER

15' CUTTING WIDTH

(FOAM FILLED TIRES)

1. **Type:** Pull type heavy duty rotary mower with not less than 15' cutting swath, designed for highway and right-of-way mowing to cut close on rough or even terrain. Shall have full cutting width without skips or streaks in cutting swath. Mower shall have electrically welded construction with the following basic design:
 - A. Center section with no less than 5' cutting swath equipped with 200 horsepower minimum transfer gear box and 160 horsepower minimum blade gear box. Four (4) steel disc type wheels and tires shall be mounted at rear.
 - B. Two (2) side sections, each with 5' minimum cutting swath (one on each side of center section), each equipped with not less than 160 horsepower gear box driven by telescoping drive shaft from transfer gear box on center section. Each side section shall be equipped with a steel disc type wheel and tire mounted in such manner to assure stability under all operating conditions. Side sections to be hinged to the center section in such manner to allow each side section to float and follow contour of terrain and also to be raised hydraulically to 90° angle from ground decreasing overall width of mower for traveling or transporting. Each side section shall have a total movement of no less than 90° above horizontal to no less than 20° below horizontal.
2. **Gear Boxes:** Four (4), completely enclosed in malleable or steel housing with all gears running on ball or tapered roller bearings in oil bath as regularly furnished by manufacturer. Transfer gear box shall have no less than 200 horsepower rating. Blade gear boxes on center and side sections shall be rated at no less than 160 horsepower and have output shafts no less than 2" in diameter. The center gear box shall have a counterclockwise blade rotation. The left hand gear box (gear box on left side of operator when mower is in operation) to have a clockwise blade rotation and right hand gear box a counterclockwise blade rotation.
3. **Drive Line:** Mower shall be driven from 540 RPM tractor PTO through universal joints and telescoping drive shaft. Main input drive line shall be standard type (non-CV), no less than category V. Intermediate and wing drive lines shall be no less than category IV. Blade drive gear boxes to be protected with slip clutches.
4. **Frame:** All frame cross members and reinforcements are to be on topside of the mower deck if mower is single deck design. (If mower is double deck design, all frame cross members and reinforcements are to be located between the upper and lower decks.) The center section shall have one 4" x 3" x 3/16" minimum channel, or rectangular tubing, on each side of the section running the full length of the mower deck. The wing sections shall have a 4" x 3" x 3/16" minimum channel or rectangular tubing, running the full length of the wing, mounted on the side next to the center section. These channels shall be used to mount full length hinges with full length hinge pins. There shall also be cross bracing and a gear box reinforcing plate, tube or channel. The deck of the mower is to be constructed of no less than 7 gauge nominal steel. (If mower is double deck design, the lower deck shall be constructed of no less than 7 gauge nominal steel.) Mower side walls shall have a minimum depth of 10", a minimum thickness of 1/4" and extend below the bottom of the blades. Side sections shall be equipped with replaceable skid shoes.
5. **Deck Protection Rings:** A steel ring shall be welded to the underside of each deck to prevent the blades from contacting and damaging the mower deck.
6. **Level Lift System:** The center section shall be equipped with a level lift system, with dual leveling rods between tongue and axle, which automatically keeps the entire section parallel to the ground regardless of the height of the cut.
7. **Cutting Heights:** Adjustable from approximately 2" to approximately 14" above ground level.
8. **Blades:** Six (6) forged heat treated alloy steel, offset suction type, no less than 1/2" thick and no less than 4" wide. Shall be mounted on flywheel or bar with heat treated steel bushings and bolts in such manner to permit folding back when striking an obstruction.
9. **Extra Blades:** Two (2) complete sets of extra cutting blades (12) shall be furnished with each mower. These are in addition to the set provided on the mower.
10. **Shields:** Shall be equipped with a double row of removable chain on front and rear of mower where shields are not provided. Chain guards shall be no less than 5/16" material with cable running through outer chain in next to bottom link and shall be designed to insure against blades striking the chains when mower is being moved forward or backwards. Chains shall overlap in such manner to form a continuous heavy curtain.

11. Hydraulic System: Hydraulic cylinder(s) for raising and lowering center section to control cutting and traveling heights, and hydraulic cylinders to raise and lower each side section from or below horizontal to vertical position. All cylinders to be operated from tractor hydraulic pump without operator leaving seat on tractor. All necessary hydraulic hose and both sides of quick snap, self sealing couplers for hookup to 3 spool control valve on tractor shall be furnished.
12. Winch: A hand operated winch complete with cable shall be furnished for manually lifting or lowering mower side sections.
13. Wheels & Tires: Six (6) 22 ply minimum recap airplane tires no less than 27.75 x 8.75 - 14 mounted on special two piece bolt together wheels. Tire size shall be clearly visible on sidewall of tire. Hubs to have automotive type bearings. Wheel suspension to be designed to allow mower to float following contour of ground and shall be adjustable to regulate cutting height.
14. Foam Filled Tires: Tires shall be filled with a synthetic rubber compound in lieu of air to provide a puncture-proof capability.
15. Tongue: Shall be equipped with a swivel clevis to relieve stress on tractor drawbar (as a reference for tractor drawbar use New Holland Model TL 90, John Deere Model 5525, Massey Ferguson Model 596). Tongue shall be long enough to permit any turns with usual tractor wheel spacing. A parking jack shall be provided.
16. Technical Assistance: If necessary, the successful bidder will supply technical assistance to assure that units are properly adjusted and that correct drive lines, etc. have been furnished.
17. Weight: Shall have a minimum operating weight of 4,400 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 Operator's Instruction Manual and Parts Book with each unit delivered. In addition, one (1) copy each of Operator's Instruction 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 Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.

22. Mowers purchased under this specification shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All parts, accessories and tools necessary for satisfactory operation of these units shall be furnished whether or not they are specifically mentioned in this specification.

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

24. 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.

25. 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.