

WASHINGTON COUNTY ARKANSAS

ATTN: Mandy 280 N College Ave., Suite 534 Fayetteville, AR 72701 "B

INVITATION TO BID #2014-03 DUE: OCTOBER 9, 2014 BY 4:30PM

Sealed Bids must be clearly marked on the outside of the package with: "BID 2014-03 CAB & CHASSIS WITH DUMP BED"

BIDS WILL BE OPENED OCTOBER 10, 2014 AT 10AM LOCATION: WASHINGTON COUNTY COURTHOUSE

280 N. COLLEGE AVE, SUITE 531, FAYETTEVILLE, AR 72701

ALL BIDS SUBJECT TO GENERAL CONDITIONS

GENERAL: Washington County is requesting sealed bids for the purchase of one or more new truck chassis with dump beds.

REQUIREMENT: Bidders failing to comply with any of the following requirements will not be considered for the evaluation and award process:

- 1. Bidders must quote 100% of all items within each category; however bidders are not required to bid on every category.
- 2. Bidders are required to list brand names of the items bid.

Information: For additional information about the truck specifications, contact Shawn Shrum at 479-444-1610. For questions about the bidding process please contact Mandy Przyszczypkowski at 479-444-1707 or mandyp@co.washington.ar.us

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGNIAL AND TWO (2) COPIES OF YOUR BID IN A SEALED ENVELOPE LABELED "BID #2014-03 CAB & CHASSIS WITH DUMP BED".

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Washington County Purchasing Department on or before the specified date and time.

LATE BIDS WILL NOT BE ACCEPTED.

The undersigned hereby offers to furnish & deliver the articles and/or service as specified, and all parts of this offer at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder and County.

Name of Firm:	 	
Contact Person:		
E-Mail:	 Phone:	
Business Address:	 	
City:		
Signature:	Date:	

TERMS AND STANDARD CONDITIONS

- 1. When submitting a Bid, the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Bid".
- 2. Sales or use tax is not to be shown in bid prices; however it must be added by the vendor to all invoices or billings. The County is not exempt from Arkansas Sales and Use Tax.
 Vendors are to register and pay both taxes directly to the Arkansas State Revenue Dept.
- **3.** When bidding other than the brand and/or model specified in the Bid, the brand and/or model must be listed and descriptive literature attached to bid document.
- **4.** Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
- 5. Specifications furnished with this Bid are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
- **6.** Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
- 7. In the event a contract is entered into pursuant to the Bid, the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
- 8. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
- 9. Quality, time and probability of performance may be factors in making an award.
- 10. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
- **11.** Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
- **12.** The bid number, name and address of bidder must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to identify and the bid enclosed therein will not be considered or counted in the tabulation.
- **13.** All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parole evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Washington County.
- 14. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do no coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
- **15.** All bids <u>must meet or exceed</u> the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
- **16**. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
- **17.** All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

1. BID SECURITY

- A. All bids are required to include a Bid Security with the bid. Make Bid Security payable to Washington County, Arkansas in an amount equal to five percent (5%) of the bid sum. Bid Security may be in the form of a **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas or a **Certified Check**, or a **Cashier's Check**.
- B. The successfully bidder's Bid Security will be retained until he has <u>signed the contract agreement</u> and furnished the required documents.
- C. The owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into contract or purchase order agreement or until 60 days after bid opening, whichever is shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the owner will retain his Security as liquidated damages, but not as a penalty.

AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

3. SCOPE

The purpose of this request for Bid is to establish a contract for Purchasing a cab and chassis with dump bed for the Washington County Road Department.

4. CONTRACT

- 4.1 If applicable a sample of the vendor's contract should accompany the bid.
- 4.2 The term of the contract shall be one year from date of award, with any extension to be mutually agreed upon by Washington County and the contractor.

5. DELIVERY

Shall be FOB Washington County Road Department; 2615 Brink Dr. Fayetteville, AR 72701. Delivery date must be acceptable for bid to be accepted.

6. SUBMISSION OF BIDS

All bids will be submitted on the forms provided by the County. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations.

Should a bidder find discrepancies in the specifications, or should (s)he be in doubt as to the meaning or intent of any part thereof, bidder must , no later than 48 hours prior to the bid opening, request clarification from the County. Written requested maybe emailed to mandyp@co.washington.ar.us.

Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be faxed or delivered to all listed holders of the bid document and posted on the County web-site. Bidders shall acknowledge the receipt of all addenda. Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to bidders for the preparation of their bids. Any such addenda or bulletins shall be covered in the bid, and shall be made part of the resulting agreement.

7. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid pages but must be a separate document accompanying the bid.

Should the County omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Department at least forty-eight (48) hours prior to the time and date of the bid opening shown on page one (1).

8. NOTICE TO BIDDERS

The County may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the County on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the County.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Washington County.

9. AWARD OF CONTRACT

In as much as time is of the essence bidders are advised that contract award will be made to the bidder with:

- 9.1 The lowest responsible and responsive bid and,
- 9.2 The compliance with specifications.

Washington County reserves the right to reject any or all bids submitted in response to this solicitation, to waive any informality or technicality, or to accept bids deemed to be in the best interest of the County.

10. GENERAL SPECIFICATIONS

It is the intent of these specifications to describe in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general.

Any units not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform with the requirements unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exception.

TECHNICAL CHARACTERISTICS CAB & CHASSIS

BID SHOULD BE BASED ON CURRENT MODEL YEAR.

MAXIMUM GVWR: Not less than 52,000 pounds.

WHEEL BASE: Not less than 186 inches.

TIRES: Front – Michelin 11R245, XZY – 3, 14 Ply Highway Tread (or equivalent)

Rear – Eight (8) lug grip Goodyear Radial 11R245, G177, 14 Ply (or equivalent)

WHEELS: Eleven (11) steel disc 24.5" diameter – 8 ½" rim section, <u>Include one extra wheel</u> per truck to be used as a spare.

DIESEL ENGINE: Shall be equipped with diesel engine with full flow oil filter, dry type air cleaner, 12 volt electrical equipment with maintenance free batteries with not less than 455 cold cranking amps each at 0 degrees F; not less than 150 amps alternator. Block heater; anti-freeze protected to -20 degrees F. Engine shall not be less than 400 H.P. MINIMUM with 1450 torque LB. FT. An engine braking system is required.

EXHAUST SYSTEM: Vertical muffler and exhaust system shall be on right side. Muffler and stack must allow for dumping without hitting stack. Exhaust must have a short turn out pipe. EACH MANUFACTURER MUST SHOW DRAWINGS OF HOW THE DPF SYSTEM WILL BE LOCATED OR INSTALLED AND SHOW BACK OF CAB INTERFERANCE. If using an under frame DPF system, please specify clearance to ground: ______

COOLING SYSTEM: As regularly furnished by the manufacturer for use with the engine size required above.

FRONT AXLE: I beam type with a capacity of not less than 18,000 lbs with shocks.

BUMPER: Delivered without front bumper for local installation of county's plow bumper.

TOW HOOKS: TWO FRONT AND TWO REAR-Rear tow hooks shall be installed to accommodate installation of a rear Chipper Hitch. Chipper Hitch will be installed by Washington County. Front and rear tow hooks will be installed by vendor and frame mounted.

STEERING: Hydraulic actuated power steering rated for an 18,000 pound front axle capacity.

TRANSMISSION: Fuller, Mack or equivalent to match bid truck.

REAR AXLE: Tandem with power divider and inter-axle differential with lockout. Shall match engine and transmission and have a capacity of not less than 40,000 pounds. Ratio to match transmission and engine, to be determined jointly. Equipped with transverse torque arm.

BRAKES: Full air operated two-shoe type or anti-skid. Factory installed, not less than 18 CFM Compressor. Drain cocks on tanks. Parking brake with dust control. Heated air drier. Automatic slack adjuster. Four (4) brake chamber on rear axles.

SPRINGS: Front springs shall have a capacity at pad of not less than 18,000 pounds minimum. Rear springs shall have a capacity at pad of not less than 40,000 pounds minimum. With minimum of 52" walking beam, on a Mack Truck 40,000 pounds Camel Back Suspension.

FRAME: Section modulus and yield strength of frame material shall provide RBM of not less than 2,500,000 pounds.

CAB: Air Ride Cab shall meet requirements of Federal Register Standards and be as regularly furnished by manufacturer complete with all insulation and interior trim.

- Driver Seat One (1) Bostrom air suspension, high back
- Passenger Seat One (1) fixed.
- Seat belts (orange color seat belts are preferred)
- Factory installed fresh air heater-defroster unit.
- Factory installed Air Conditioning.
- Key type locks on both doors.
- Right and left sunshades.
- Dual West Coast senior type mirrors, not less than 6"X16" with adjustable brackets.
- Dual electric two-speed windshield wipers with washers
- Air Horn
- Map pocket in left hand door.
- AM/FM radio

TURN SIGNAL: Shall be equipped with Class A directional turn signals with self-canceling switch if possible, and hazard flasher switch. Front transistorized turn signals. Rear signals to be wired for stop and tail lights in addition to directional signals.

FUEL TANK: Two (2) fuel tanks, frame mounted, not less than 50 gallon capacity each. Step type tanks with standard fill cap. Tanks will have a maximum diameter of 22 inches. Washington County would consider one tank with a minimum capacity of 70 gallons.

BATTERY BOX: Shall be mounted with the longest side parallel to frame with no extension past cab.

COLOR: Standard White with clear coat as offered by manufacturer.

WARRANTY: Trucks and any options purchased under this specification shall have full bumper to bumper Warranty for a period of THIRTY SIX (36) MONTHS from date of delivery with the exception

of glass, tires, oils, filters, mud flaps, seats, brake shoes, accident, and any accessories added by the County. Warranty shall include parts, labor, and transportation, including service calls / mileage charges. The excluded items shall be warranted if there is a manufacturer defect such as to cause damage to these items. Repairs shall be completed within 72 hours of notification by the County or a "loaner" shall be provided at no expense to Washington County. If no loaner is available, the County shall charge a rental sum at the current rental rate to the vendor and the rental vehicle shall be comparable to vehicle being repaired, or approved by the Road Department as suitable for the required County project. No exceptions to warranty requirements will be accepted.

SERVICE AND PARTS MANUALS: A service and parts manual is required for each vehicle purchased. The manual shall include wiring diagrams.

TECHNICAL CHARACTERISTICS FOR DUMP BED:

MINIMUM CAPACITY: 15 yards

BODY LENGTH: 15 feet

SIDE, FRONT, TAILGATE AND FLOOR MATERIAL: 1/4 HARDOX 450 OR equivalent OR superior

material

HEADACHE RACK: Shall cover 75% of cab and welded full width of body at junction with dump body and not be less than 42 inches in length.

TAILGATE: Shall be double acting type with upper hinges of offset type to assure closing of gate. Lower pivot point of tailgate shall pivot in brackets and shall be held in place by tailgate control hooks. Device for spreading gravel shall be incorporated.

BED APRON: Shall be fitted, installed and painted prior to delivery as to accommodate Washington County's needs. Bed apron shall be 10 inches.

SIDE BOARDS: Shall be 8 inch minimum steel with angle and painted to match bed.

HYDRAULIC HOIST: Twin armor telescoping type acceptable. Shall have capacity of not less than 25 tons. Hoist shall control the position of the body through the entire dumping angle. The hoist shall be stopped automatically when body reaches the maximum dumping angle and retain its position until released.

HYDRAULIC PUMP: Shall be of the manifold type and oil tracts be cored or of seamless tubing. The pump shall be so designed to compensate for end thrust and the shafts shall turn on anti-friction roller bearings. The pump shaft packing shall be of the automatic self-adjusting seal type eliminating the necessity of packing nuts and glands.

POWER TAKE-OFF: Power take-off and parts furnished shall be sufficient strength to take care of power required to operate hoist. Shut-off valve on hydraulic tank and bleeder valve or oil level valve.

CONTROLS: Controls for PTO and control valve shall be lever controlled.

DUMP BODY COLOR: Shall be dark green.

TARP SYSTEM: Shall be electric, fully installed with in-cab controls, wind deflector, asphalt tarp and any cords needed. Tarp cover shall be one piece (seamless) and tarp arms shall be unbreakable aluminum arms.

ADDITIONAL EQUIPMENT: All necessary bolts, nuts, washers, shafts, bearings, brackets, U-joints, hose and controls required for mounting must be supplied and in place. Shafts to be not less than 1 inch round solid. Bearings shall be pillow block type, self-aligning.

LIGHTS AND REFLECTORS: Side marker and clearance lights shall comply with Federal Register Standards.

WARRANTY: Bodies purchased under this specification shall be warranted against defects in material and workmanship for the same period as the truck and chassis. Warranty shall include parts, labor and freight, as well as travel time or service call charges. The selling dealer will be responsible for ALL warranty work on ALL components installed on vehicle.

BID FORM

Optional features may be offered, but Washington County cannot consider any options / prices not submitted with vendor's bid. Washington County would consider a bid for trucks that may be "on hand" or "stock truck" as long as the trucks are new and meet or exceed the requirements listed in the bid.

DELIVER DATE:			
ENGINE TYPE:			
ENGINE HORSE POWER:			
ENGINE TORQUE AT VARIOUS RPMs:			
BID PRICE TRUCK CHASSIS: \$			
BID PRICE TRUCK DUMP BED: \$			
DUMP BODY BRAND NAME:		-	
BID PRICE TOTAL FOR TRUCK CHASSIS	AND DUMP BI	ED: \$	
Printed Company Name			
Signature of Authorized Representative			
Printed Name of Authorized Representative			

Date