

WASHINGTON COUNTY ARKANSAS

ATTN: Alisha Willett
280 N College Ave, Suite 530
Fayetteville, AR 72701



INVITATION TO BID

DUE: 4:00 PM – March 7, 2016
Sealed Bids must be clearly marked on
the outside of the package with:
“BID 2016-05 Dump Truck”

BIDS WILL BE OPENED MARCH 8, 2016 @ 9:00 AM
LOCATION: WASHINGTON COUNTY COURTHOUSE
280 N. COLLEGE AVE, SUITE 531, FAYETTEVILLE, AR 72701

BID 2016-05 DUMP TRUCK FOR ROAD DEPARTMENT

GENERAL: Washington County is requesting competitive sealed bids, for the purchase of two or three new dump trucks, for the Washington County Road Department.

GENERAL SPECIFICATIONS: Washington County is soliciting bids on a current year model dump truck with the precise options included from Section 11. The bidder shall account for two trade-in vehicles in total bid price.

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.
2. Bidders are required to list brand names on the items bid.

INFORMATION: For additional information, email purchasing@co.washington.ar.us. Bidders shall direct bid inquiries to the Washington County Purchasing Office.

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR BID IN A SEALED ENVELOPE LABELED “BID 2016-05 DUMP TRUCK”.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Washington County Purchasing Division 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 Bidder and Washington County

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

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TERMS AND STANDARD CONDITIONS

1. When submitting a "Bid or Proposal", the bidder warrants that the commodities covered 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.
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. 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 "RFB", the brand and/or model must be listed and descriptive literature attached to the document. County may require examples of product bid.
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 "RFB" 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. Samples of items when required must be furnished free and, if not called for within 30 days from the date of the bid opening, will become the property of Washington County.
7. 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.
8. The Purchasing Division reserves the right to award items, all or none, or by line item(s).
9. Quality, time and probability of performance will be some of the factors in making an award.
10. Guarantees and warranties should be submitted with the RFB, 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. 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 parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Washington County.
13. When noted, the Contractor is to supply Washington County with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. The Contractor shall pay all premiums and costs. In no way will the County be responsible in case of accident.
14. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications at the rate of \$50.00 per day.
15. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
16. 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 vendor, to accept any item in the bid. If unit prices and extensions thereof do not 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.
17. All RFB's must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
18. 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.
19. 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 following:

1. **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas
2. **Certified Check**
3. **Cashier's Check**
4. **Letter of Credit from their Bank**

B. The successful bidder's Bid Security will be retained until he has signed the contract agreement and furnished the required insurance certificates, and furnished Performance and Payment bonds.

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.

2. 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. INSURANCE

A. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the request for proposal. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County (where labor is involved)

- B. (i) Workers Compensation: As required by the State of Arkansas.
(ii) Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract. Minimum shall be the total amount of contract.

4. SCOPE

The purpose of this request for Bid is to establish a contract for drilling and shooting services for the Washington County Road Department.

5. CONTRACT

5.1 If applicable a sample of the vendor's contract should accompany the bid.

5.2 The term of the contract shall be one year from date of award,

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 purchasing@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 an informality or technicality, or to accept bids deemed to be in the best interest of the County.

10. TIME SCHEDULE

- A. BID posted on County website and legal notice published, February 7, 2016
- B. BID requests for interpretations to be submitted by 2:00PM on March 1, 2016
- C. BID due at 4:00 PM, Tuesday, March 7, 2016
- D. BID opened at 9:00 AM, Wednesday, March 8, 2016

11. 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 to the requirements unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exception.

TECHNICAL CHARACTERISTICS CAB & CHASSIS

11. 1. BID SHOULD BE BASED ON CURRENT MODEL YEAR.
11. 2. MAXIMUM GVWR: Not less than 70,000 pounds.
11. 3. WHEEL BASE: Not less than 230 inches.
11. 4. TIRES: Front – 11R/24.5 16 ply. H rated
Rear – 11R/24.5 16 ply. H rated
11. 5. WHEELS: Nine (8) STEEL disc 24.5" diameter – 8 ¼" rim section for rear
Two (2) STEEL 24.5 " diameter – 8 ¼ rim section for front
11. 6. 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 650 cold cranking amps each at 0 degrees F; not less than 130 amps alternator. Block heater; anti-freeze protected to -34 degrees F. Engine shall not be less than 405 H.P. MINIMUM @1500-1900 RPM (peak) 1480 LB FT. Torque @1050-1350 RPM and engine brake.
11. 7. EXHAUST SYSTEM: Vertical exhaust system shall be on right side mounted on cab turned out.
11. 8. COOLING SYSYTEM: As regularly furnished by the manufacturer for use with the engine size required above.
11. 9. FRONT AXLE: I beam type with a capacity of not less than 20,000 lbs. with shocks.
11. 10. BUMPER: Standard front bumper.
11. 11. 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.
11. 12. STEERING: Sheppard SD 110 + HD 94
11. 13. TRANSMISSION: Torque Rating 1800 LB, FT with a minimum of 10 forward gears and 17.35 Low Low Gear / minimum of five reverse gears / 9 spring clutch auto adjust/ air assist clutch control with open grated clutch pedal/ synthetic lubricant.
11. 14. REAR AXLE: Tandem with power divider and driver controlled inter wheel differential lock both RR axles. Shall match engine and transmission and have a capacity of not less than 130,000 pound creep rating. Each carrier shall be double reduction equipped with a helix gear, pinion gear and bull gear, 3.98 Ratio, transverse torque arm, extended lube series u-joints, heavy duty urethane shock insulators
11. 15. BRAKES: Full air operated two-shoe type or anti-skid. Factory installed that meet (GAWR) mandates, not less than 18.7 CFM Air Compressor. Drain cocks on air tanks, increased air capacity for lift axle, Air routed to the end of frame, Two valve dual braking system-trailer supply and tractor-trailer park control, Dust shields on Brakes, Heated air drier, Automatic slack adjuster and traction control.
11. 16. SPRINGS: Front springs shall have a capacity at pad of not less than 20,000 pounds minimum. Rear springs shall have a capacity at pad of not less than 44,000 pounds minimum. With maximum of 50" axle spacing
11. 17. FRAME: Section modulus and yield strength of frame material shall provide not less than 3,160,000 RBM.
11. 18. 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.
 - A. Driver Seat – One (1) Sears Seating Atlas 70 air suspension, high back

- B. Passenger Seat – One (1) fixed.
- C. Aux. in cab pneumatic line cleanout
- D. Seat belts – orange color preferred, but not required
- E. Factory installed fresh air heater-defroster unit.
- F. Factory installed Air Conditioning.
- G. Key type locks on both doors.
- H. LED Identification/clearance lights
- I. Dual West Coast senior type Heated mirrors, not less than 6"X16" with adjustable brackets and 8 inch heated spot mirrors
- J. Dual electric two-speed windshield wipers with washers
- K. Two extra dash mounted switches
- L. Air Horn
- M. Dual tone city horn
- N. AM/FM, weather band radio with hands free interface, auto shut off when in reverse
- O. Overhead mount for CB Radio with 48" antenna
- P. Bodybuilders Interior console on floor between the seats
- Q. Onboard engine diagnostic's
- R. External sun visor

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

11. 20. FUEL TANK: Frame mounted, not less than 88 gallon capacity. Bright finished.

11. 21. BATTERY BOX: Shall be mounted to frame with disconnect switch.

11. 22. COLOR: Standard White as offered by manufacturer.

11. 23. WARRANTY: Trucks and any options purchased under this specification shall have full one year bumper to bumper warranty with a extended 60 month / 250,000 mile engine warranty that includes Injectors and turbo, 60 month / 250,000 mile Exhaust after-treatment warranty, 60 month / 500,000 Carrier warranty, 60 month/ 500,000 mile transmission warranty. Warranty shall include parts, labor, and transportation, including service calls / mileage charges. No exceptions to warranty requirements will be accepted.

11. 24. TECHNICAL CHARACTERISTICS FOR DUMP BED:

11. 25. DUMP BODY:

- A. Shall be all steel, not less than 16 cubic yards struck measure with not less than 18 yard ends.
- B. "Demolition" type dump body 16 ft. radius sides
- C. Interior and exterior steps.
- D. 58" sides with 60" tailgate, (1/4 hard-ox 450) construction floor, sides and tailgate.
- E. Minimum 4" x 4" x 3/16" rectangular tubing top rail
- F. In cab controls
- G. Heavy duty, steel removable tailgate hinge pin
- H. Recessed and rubber grommet LED lighting
- I. Rear rubber mud flaps
- J. Tailgate spreader pins
- K. Tailgate shall be double acting type with upper hinges of the 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. Tailgate shall have vertical and horizontal braces, and device for spreading gravel shall be incorporated
- L. Body to be 84 inches wide inside and not less than 192 inches long. (For installation of T/A truck with 132" CT measurements).
- M. Body hinge to be steel attached to longitudinal by welding.
- N. Headache rack to cover 75% of cab and welded full width of body at junction with dump body, and be not less than 36" in length and 7'11" in width. Outside diameter of bed shall be 16' long and 7'11" wide.

11. 26. HYDRAULIC HOST: Shall have a capacity of not less than 17 tons when used with 16 foot body equal to T.B.E.A. Class 60. Hoist shall raise body to an angle of not less than 50 degrees and 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.

11. 27. HYDRAULIC PUMP: Shall be gear type. 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 or glands.

11. 28. POWER TAKE-OFF: Shall have all gears hardened and shafts of heat treated alloy steel. The power take-off bearings shall be high grade needle or roller bearings. Pump and PTO shall be direct mounted together. Power take-off and parts furnished shall be sufficient strength to amply take care of power required to operate hoist. The power take-off case shall be of certified aluminum or malleable casting. Shut-off valve on hydraulic tank and bleeder valve or oil level valve.

11. 29. CONTROLS: Controls for PTO and Control Valve shall be lever controlled.

11. 30. COLOR: Black

11. 31. TARP SYSTEM: Shall be electric, fully installed with in-cab controls, wind deflector, asphalt tarps, and any cords needed.

11. 32. BED APRON: Shall be fitted, installed, and painted prior to delivery as to accommodate Washington County's needs.

11. 33. ADDITIONAL EQUIPMENT: All necessary bolts, nuts, washers, shafts, bearings, brackets, U-joints, hose and controls required for mounting bodies on truck with 132" CA measurement shall be furnished with installation of body.

11. 34. LIGHTS & REFLECTORS: side marker and clearance lights shall be bolt on type, armored. Reflectors shall be bolt on type. Shall comply with Federal Register Standards.

11. 35. THIRD AXLE: 13,200 lb. capacity, steerable, pusher with air brakes. Truck shall have large enough air compressor to accommodate third axle. State on bid amount of CFM above previous bid specification. Fully installed and ready for use complete with tires and wheels

11. 36. WARRANTY: Bodies purchased under this specification shall be warranted against defects in material and workmanship for one year. Warranty shall include parts, labor and freight, including travel time or service calls.

11. 37. Bidder shall include parts manual with complete breakdown and shall specify number of days for delivery after receipt of order.

11. 38. TRADE

- A. The County is including two vehicles for trade-in on the bid.
- B. The bidder shall account for trade-ins on the total bid price.
- C. The trade-ins will be available for viewing and inspection during normal business hours at the Washington County Road Department. Please call (479) 444-1610 to schedule appointment.
- D. The average mileage will increase approximately 200 weekly; the vehicles for trade-in are currently in use.
- E. The trade-in information is as follows:

Mileage (as of 2/1/16)	Description	VIN
35,503	2015 INTERNATIONAL 7000 ST - 7600 DUMP TRUCK	3HAGSSNR0FL737217
27,297	2015 INTERNATIONAL 7000 ST - 7600 DUMP TRUCK	3HAGSSNR2FL737218

11. 39. DELIVERY

Shall be F.O.B Washington County Road Department 2615 S Brink Drive, Fayetteville, AR 72701. Delivery date must be acceptable for bid to be accepted.

12. BID PRICING LIST

Trucks Included in Bid			
Year	Make	Model	Purchase Value
Truck 1			
Truck 2			
Optional Truck 3			

County Vehicles for Trade-In		
Description	VIN	Trade-In Value
2015 INTERNATIONAL 7000 ST - 7600 DUMP TRUCK	3HAGSSNR0FL737217	

Trade-In A

2015 INTERNATIONAL 7000 ST - 7600 DUMP TRUCK	3HAGSSNR2FL737218	
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Trade-In B

Truck 1	Truck 2	Optional Truck 3
Total Vehicle Value	Total Vehicle Value	Total Vehicle Value
Trade-In Value for A	Trade-In Value for B	
Total Purchase Price (Including Trade-In A)	Total Purchase Price (Including Trade-In B)	Total Purchase Price
Delivery Date	Delivery Date	Delivery Date