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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. 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,

5. 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.

6. 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).

7. 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.

8. 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:

8.1 The lowest responsible and responsive bid and,

8.2 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.

9. TIME SCHEDULE

9.1 BID posted on County website and legal notice published, February 5, 2017

9.2 BID requests for interpretations to be submitted by 2:00PM on March 2, 2017

9.3 BID due at 4:00 PM, Monday, March 6, 2017

10.4 BID opened at 9:00 AM, Tuesday, March7, 2017

10. GENERAL SPECIFICATIONS

The Washington Road Department is currently soliciting quotes to purchase or lease an Etnyre self-propelled Chip Spreader with a 12' fixed spread hopper.

10.1 All bidders must have a 24 response time for repairs on equipment

10.2 All total prices must include the options listed in the specifications

10.3 Specifications for Hydrostatically Driven Front Wheel Drive Self-Propelled Chip Spreader

It is the intent of these specifications to describe a hydrostatically driven, self-propelled Chip spreader in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete Chip spreader, shall be included in the bid and shall conform in strength and

quality of material and workmanship to what is generally provided to the industry. The unit shall be a current model in standard production by the manufacturer.

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

Function

The self-propelled Chip spreader shall be designed and constructed to apply a uniformly distributed application of cover and seal coat aggregates.

10.3.1. POWER TRAIN

ENGINE: Cummins 6 cylinder, turbocharged, diesel engine. Manufacturers maximum rating 260 H.P. Includes electric start, alternator, voltage regulator and 12 volt batteries. Engine to have dry type air cleaner, disposable element type oil filter, heavy duty cooling system, cable throttle actuator. Control/instrument panel to have lockable cover to prevent accidental starting and pilferage.

HYDROSTATIC DRIVE: Mechanical front wheel drive steer axle, full oscillating, 75" wheel track, 20.37:1 gear ratio, 25,000 lb. rated, single speed differential. Driven by direct engine bell housing mounted 125 cc hydrostatic pump and 160 cc hydrostatic motor. Rear axle is 25,000 lb. rated with 95" wheel track. Infinitely variable speed from 0 to 19.5 M.P.H..

BRAKES: Mechanical front axle has hydraulic internal drum brakes controlled by foot pedal. Rear axle has hydraulic actuated drum brakes, 16 1/2" x 7". Also includes spring applied, hydraulic release fail-safe parking brake in the drive line, automatically applies if hydraulic power is lost.

STEERING: Full hydrostatic power steering from 1.22 cc fixed displacement gear pump, with dedicated flow independent of engine speed.

TIRES & WHEELS: (4) 385/65R 22.5 tires on disc wheels.

10.3.2. FRAME ASSEMBLY

The complete power train, diesel engine, hydrostatic pump and motor, front and rear axles, shall be mounted to the lower removable main frame. Upper removable main frame assembly includes both conveyors, right and left access ladders and walkways, 70 gallon built in hydraulic oil reservoir, 82 gallon diesel fuel tank for engine, rear 4 cubic yard hopper and truck hitch. Complete main frame is 3/16" steel construction.

CONVEYORS: To have heavy duty 24" conveyor belts which are independently activated by electric switches. To be powered by a load sensing 74 cc variable displacement pressure compensated hydraulic pump, high torque 19.0 C.I.R. hydraulic motors, with direct drive to head pulley. Electric switches for each conveyor control to have easy access mechanical override. Hooded, adjustable aggregate deflector to be located at head of each conveyor. Troughing idlers to be quick removable type and tail pulley to be adjustable for insuring proper belt alignment. Electric/hydraulic folding wings on rear receiving hopper.

AUTOMATIC CONVEYOR CONTROL: Automatically starts and stops the conveyor belts to control the aggregate level in the spread hopper. Shall include override control enabling the driver/operator to start or stop the conveyors, and each conveyor to have speed adjustments at operator's station for conveyor and auger functions.

SPREAD HOPPER: Spread width to be ft. Struck capacity of hopper to be .2 cubic yard per foot of hopper width. Spread roll to be 6" diameter machine welded heavy wall tubing. Agitator to be 2 1/2" tubing and have quick disconnect pin. Each radial gate to have individual, air operated controls. Each gate to have adjustable, reversible wear plates. To include (4) 6" gates each end with 12" gates in center. Spread roll and agitator to be

driven by a high torque 12.0 C.I.R. hydraulic motor with quick coupler hose connection.

FRONT HOPPER REJECT SCREEN: A full width rock type screen with 1 1/2" openings shall be placed over the top of the spread hopper to retain all oversized materials and foreign objects.

RECEIVING HOPPER

Hopper shall be a minimum of 132 inches wide with a capacity of approximately 4 cubic yards. Hopper to have hydraulically folding paver style wings controlled from the operator's station. Shall include heavy duty hopper skirting and an adjustable flow gate for each conveyer belt.

TRUCK HITCH: The unit shall be equipped with a positive, self-locking "railroad" type adjustable truck hitch, which can be electrically released from the drivers or operators position. Hitch height to be electrically controlled from drivers seat. The truck hitch shall be the type which will permit hooking and unhooking of aggregate trucks without stopping the Chip spreader and be capable of maintaining positive engagement over irregular terrain.

APPLICATION RATE COMPUTER: The Application Rate Computer monitors the actual speed of the Etnyre Chip Spreader, and varies the gate opening in order to maintain the set application rate, in lbs./yd², of the selected aggregate, regardless of the speed of the Chip spreader. The computer can store five different aggregate/application rate combinations in it's memory. The preset aggregate can be selected together with it's application rate at any time. In addition, the application rate can be varied as desired while operating, or a different preset combination may be selected at any time.

The computer can also be set to control the chip spreader's forward speed for consistent speed when following the distributor. The computer speed sensor replaces the need for radar ground speed system. Computer also monitors fuel level, engine oil pressure, hydraulic oil temperature, engine coolant temperature, hours on engine and miles chipped.

OPERATOR STATION: All controls located to the front for easy access to the spring suspension seat from either right or left side.

10.3.3. MISCELLANEOUS:

LIGHT PACKAGE: Unit to have headlights, stop and tail lights and turn signals with flasher switch.

FRONT FENDERS: Each side.

HORN: An electric horn shall be furnished.

BACKUP ALARM: An electric backup warning alarm to be furnished.

PAINT: Standard highway yellow.

Unit to have one full length walkway with skid resistant surface adjacent to one side of conveyor system. A steel, lockable toolbox shall be mounted under the main deck.

WARRANTY

One year on material and workmanship. Components manufactured by others shall carry such warranty as is provided by that particular manufacturer.

Manufacturers descriptive literature/specifications shall be included with the bid and any deviations from these specifications are to be listed.

Successful bidder to furnish parts book(s) and complete operating instructions.

WITH OPTIONS

- **Fixed - standard hopper widths 12' in lieu of standard 10' width.**
- **4-WHEEL HYDROSTATIC DRIVE PACKAGE:** Mechanical front wheel drive steer axle, full oscillating, 75" wheel track, 20.37:1 gear ratio, 25,000# rated, single speed differential. Mechanical drive rear axle, 95" wheel track, 20.37:1 gear ratio, 25,000# rated, single speed differential. Both axles driven by 125 cc variable displacement hydrostatic pump and 160 cc variable displacement hydrostatic motors. Infinitely variable speed 0 to 19.5 M.P.H.
- **Fixed 12' Standard Width Spread Hopper For Hydrostatic Drive Chip spreader**
Infinitely fixed width two section hopper system. Including driven dual auger and spread rolls. Independent conveyor feed to each hopper. Hydraulic system with all pumps, hoses, valves and control system necessary for operation. Operating controls at both driver and right front operator stations. Expanded metal in top of hopper with replaceable grates under conveyor hoods. Installed on Hydrostatic Drive Chip spreader at time of new order production. 12' fixed standard hopper price in lieu of standard 10' spread hopper.