

STANDARD BID CONDITIONS

M-06-178H

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).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 06-43-0776

FOR

ELECTRO-HYDRAULIC MOBILE COLUMN LIFT SYSTEM
66,000 POUNDS CAPACITY

1. **General:** This specification is intended to cover a heavy duty wheel engaging type mobile column lift system to elevate large trucks and other vehicles for the purpose of inspection and maintenance. The lifting system shall be capable of operation on any reasonably level, hard surface. One lifting system, as set forth in this specification, shall consist of four (4) electric-hydraulic lifting units capable of sustaining a minimum load of 66,000 pounds (minimum of 16,500 pounds per column) and have the capability of operating one column, one pair, or all of the columns together. (The lift system shall be designed to permit combining multiple sets without modifications to the electrical or mechanical configuration of the lifting units and be able to handle up to six (6) columns in a lifting system.) The lifting units shall be easily connected or disconnected from column to column by means of interconnecting control cables. The equipment shall comply with all applicable Federal, State, and Local regulations and be certified to meet the requirements of ANSI/ ALI ALCTV-98 and ANSI/UL 201.
2. **Dimensions:**
 - A. **Column Height (Lowered):** Minimum of 96", maximum of 116".
 - B. **Column Height (Raised):** Minimum of 142".
 - C. **Base:** Rectangular design with minimum footprint dimensions of 42-1/2" x 38-1/2".
 - D. **Lifting Height (Rise):** Minimum of 67" as measured from the ground to the bottom of the lifting fork.
 - E. **Lifting Speed:** Minimum of 47" per minute.
3. **Controls:** Shall include the following as a minimum.
 - A. A pilot light to indicate that the power is turned on.
 - B. A "FAULT" light to indicate a fault in the lift operating system.
 - C. A selector switch for selecting All, Pair or Single operation.
 - D. "RAISE" and "LOWER" controls.
 - E. A main power switch capable of being locked in the off position for operator safety.
 - F. An Emergency Stop Button to allow immediate manual shut-down of the entire lifting system.
4. **Power Cable:** Minimum length of 40'.
5. **Control Cables:** The control cables used to interconnect the columns shall each have a minimum length of 35'.
6. **Hydraulic System:** Each lift unit shall be powered by an electric-hydraulic power unit. Shall permit lifting without any pulsation, jerks, or unsteady lifting. The power unit shall be rated for use in steam cleaning areas and outdoors. The electric motor for each power unit shall be rated at no less than 2 horsepower and operate on 440 volt, three phase, 60 HZ current. The motor and hydraulic pump assembly shall be located below the center line of the column to assure low center of gravity and promote greater stability while moving the column. The hydraulic lifting cylinder for each lift unit shall be installed in such a manner that the extension of the cylinder occurs inside the carriage to keep the plunger of the cylinder protected from dirt, sand, or any possible mechanical damage.
7. **Carriage Assembly:** The carriage assembly shall roll up and down in the column on guide bearings. The wheel contact forks shall be no less than 12" in length and provide safe, stable support of vehicle wheels. The distance between the forks shall be adjustable from a minimum of no more than 13" to a maximum of no less than 23" to accommodate a full range of tire sizes without the use of adapters.
8. **Pallet Jack Mechanism:** Each lifting unit shall be easily moved by one person using a pallet jack system with two (2) front wheels consisting of 4" minimum steel encased bearing rollers and dual 8" minimum steering wheels at the rear of the jack. Steering wheels to be coated with phenolic plastic or thermo set resin. The pallet jack mechanism shall provide a minimum rise of 2". Shall have a loop type handle and be raised and lowered using a three position lever with raise, lower and neutral position. Pallet jack mechanism shall have an overload valve that will automatically lower the jack if the operator attempts to raise a vehicle with the pallet jack in the raised position.

9. **Safety System:** The lifting system shall incorporate multiple redundant safety systems. The lift shall support the vehicle in the event of a mechanical failure, motor failure, hydraulic failure or loss of electrical service by incorporating electrical, mechanical and hydraulic safety systems.
 - A. **Mechanical Lock:** Each lifting unit shall have an automatic multi-position mechanical locking system. This system shall incorporate a spring loaded latch that will automatically engage when the lift is not in operation. The column shall have a minimum of 19 lock positions spaced at not more than 3" intervals to the maximum lifting height. This safety device shall be totally independent from the lifting drive system. The mechanical lock shall be released by a solenoid valve when the lift is lowering. Each lock shall have a manual override lever to allow the lock to be manually released to allow for lowering in the event of a power outage. This lever shall be easily accessible without disassembling any lift components.
 - B. **Motion Control System:** A motion control system shall monitor the up and down motion of the lifting carriages. The system shall attempt to correct any difference whenever any single carriage differs in traveling height from any other carriage by a value determined by the lift manufacturer. If the difference cannot be corrected, and the difference between the lifting carriages becomes excessive, the system shall fault and stop all the lifting units.
 - C. **Hydraulic Safety System:** Each hydraulic cylinder shall be equipped with a velocity fuse to prevent uncontrolled descent in the event of a hydraulic failure.
10. **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.
11. **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. Units 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.
12. **Manuals:** Successful bidder shall furnish one (1) copy of Operator's Manual and Parts Book to each FOB point. In addition, one (1) copy each of Operator's 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.

13. All parts and equipment necessary for satisfactory operation of lift system shall be furnished whether or not they are specifically mentioned in this specification (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications - unless specifically excluded by this specification).
14. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
15. 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.
16. 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.