

STANDARD BID CONDITIONS

M-06-164H

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 06-64-6106
FOR
THREE SECTION HYDRAULIC TRUCK CRANE

1. **General:** The successful bidder shall make complete installation of the Hydraulic Truck Crane and Flatbed Body purchased under this specification including power-take-off, pump, controls, oil reservoir, fish plating (if recommended by manufacturer), and all necessary parts, on a cab & chassis owned by AHTD. The truck is a 2006 Chevrolet C7C042 with C7 Caterpillar diesel engine, Allison 3500 RDS automatic transmission with six speed programming, 33,000 pound GVWR and 120" CA. Truck frame has a rated RBM of 2,239,600. The Successful Bidder will be responsible for any additional reinforcements or modifications to the truck frame which may be required for proper installation of unit.

Unit furnished shall comply with applicable ANSI, OSHA and SAE standards.

Truck is to be picked up by Successful Bidder at AHTD Equipment and Procurement Division, 11302 Baseline Rd., Little Rock, Arkansas. After installation is complete truck is to be delivered by successful bidder to AHTD Equipment and Procurement Division, 11302 Baseline Rd., Little Rock, Arkansas.

If distance from Little Rock, Arkansas to bidder's installation facility exceeds a nominal radius of 200 miles, the vehicle must be transported rather than driven to and from the installation facility. The successful bidder will be responsible for the cost of transporting truck to bidder's installation facility and back to AHTD Equipment and Procurement Division after installation is complete. Successful Bidder shall furnish proof of insurance that would cover the loss of truck while in his possession.

2. **Hydraulic Truck Crane:**
- A. **Type:** Fully hydraulic truck crane with telescoping boom installed on truck chassis between cab and truck bed. Shall be approved and recommended by manufacturer for installation on 33,000 pound GVWR truck with 12,000 pound capacity front axle, 21,000 pound capacity rear axle, 188" wheelbase, 120" CA measurement and 11R22.5 - G load range tires.
 - B. **Boom:** Shall have three (3) sections and telescope hydraulically under full load regardless of boom angle. Shall provide a maximum sheave height from ground of no less than 45' with crane mounted on truck specified above. Total elevation range of boom shall be from no less than 10° below horizontal to no less than 75° above horizontal. Horizontal reach from centerline of rotation shall be no more than 18' when fully retracted to no less than 35' when fully extended.
 - C. **Boom Rotation:** 360°, minimum. Rotation may be continuous or non-continuous.
 - D. **Lifting Capacity:** Shall have the following minimum capacities based on not more than 85% of tipping capacity with load over outrigger or to rear of truck. With boom fully retracted, shall have capacity of no less than 4,600 pounds at 30° boom angle, no less than 5,000 pounds at 45° boom angle and no less than 10,000 pounds at 75° boom angle. With boom fully extended, shall have capacity of no less than 1,700 pounds at 30° boom angle, no less than 2,200 pounds at 45° boom angle and no less than 5,000 pounds at 75° boom angle.
 - E. **Winch:** Hydraulically driven with minimum bare drum pull of 8,000 pounds equipped with at least 130' of no less than 3/8" rotation resistant wire rope. Downhaul weight and hook shall be furnished with crane. Sheave at end of boom shall be steel.
 - F. **Anti-Two Block:** Shall have anti-two block system to shut down crane functions when two blocking conditions occur.
 - G. **Hydraulic System:** Shall have boom tilt cylinder, cylinder for telescoping boom, hydraulic motor for winch, outrigger cylinders and hydraulically actuated boom rotation. All cylinders shall be double acting. Hydraulic system shall have bypass valve to prevent overloading and shall have holding valves so that load will remain suspended in case of power or pressure failure.
 - H. **Hydraulic Pump:** Hydraulic pump furnished shall be for direct mounting to PTO with not less than a 7/8" 13 tooth splined input shaft.
 - I. **Power Take-Off:** Shall be "hot shift", multi-gear type, mounted on truck transmission (Allison 3500 RDS), with flange bracket for direct mounting to hydraulic pump. Shall have a pilot light to indicate when PTO is engaged.
 - J. **Controls:** Dual control stations - one complete set of controls on each side of truck chassis.

- K. **Outriggers:** Shall be equipped with a minimum of two (2) sets of hydraulically powered outriggers - a primary set located behind the truck cab at the crane mast and a set located at the rear of the truck. All outriggers to be equipped with pivoting pads.
- (1) **Primary Outriggers:** All hydraulic, individually controlled, anchored to crane mast rather than truck frame.
 - (2) **Rear Outriggers:** "A" or "Modified A" type, with individual or common controls, mounted behind rear wheels on truck chassis.
 - (3) **Additional Outriggers:** If the manufacturer recommends the use of additional outriggers or stabilizers mounted at the front bumper, they shall also be furnished.
- L. **Height:** Overall height with boom in traveling position shall not exceed 12' 6" when mounted on truck specified above.
- M. **Color:** Crane shall be painted Sherwin Williams F8W 2030 Frost White Acrylic Enamel, or approved equal.

3. **Flatbed Body:**

- A. **Floor:** Floor to be no less than 96" wide outside and no less than 168" long, measured from rear of crane mounting base. Shall consist of no more than two (2) pieces and be constructed of no less than 3/16" steel tread plate.
 - B. **Understructure:** Cross members shall be no less than 4" steel channel, or structural shape and size of equal strength, spaced on no more than 18" centers. Longitudinal members to be no less than 5" steel channel, or structural shape and size of equal strength. Each crossmember shall be securely welded to each longitudinal member with triangular gussets. Crossmembers shall be welded to floor and side rails. Side rails shall be no less than 4" channel, or structural shape and size of equal strength.
 - C. **Stake Pockets:** Minimum of seven (7) on each side and four (4) at front and rear.
 - D. **Boom Rack:** Shall be equipped with a boom rack at rear of bed for securing boom during transport.
 - E. **Mud Flaps:** Shall have mud flaps no less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.
 - F. **Lights & Reflectors:** Side marker and clearance lights shall be bolt on armored type. Reflectors shall be bolt on type. (Recessed, rubber mounted, snap-in lights with reflector type lens and plug-in connectors may be used in lieu of armored lights and bolt on reflectors.) Lights and reflectors shall comply with Federal Motor Vehicle Safety Standard FMVSS108.
 - G. **Rear Bumper:** Heavy duty design meeting DOT specifications.
 - H. **Color:** Body shall be painted one of the following colors:
 - (1) Sherwin-Williams No. F1B 4009 Gloss Black Enamel, or approved equal.
 - (2) Sherwin Williams F8W2030 Frost White Acrylic Enamel, or approved equal.
4. **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. 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.

5. **Manuals:** The successful bidder shall furnish an Operator's Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book to each FOB point. In addition, one (1) copy each of Operator's Instruction Manual, Shop Repair 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 Shop Repair Manuals and Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.
6. **Training:** The successful bidder shall furnish qualified personnel to instruct AHTD operators and service technicians on operation and maintenance of machine.
7. **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.
8. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
All equipment and accessories necessary for the efficient operation of this unit 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).
9. **Parts Inventory & Service Facilities:** The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
10. **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.
11. **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.