

STANDARD BID CONDITIONS

M-07-113P

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 07-64-7083

FOR

FLATBED DUMP BODY AND HOIST

1. **General:** Furnish and install 12' flat bed dump bodies and hydraulics on three (3) 2007 International Model 7400 trucks owned by AHTD. Trucks have a Cab to Axle measurement of 84", GVWR of 33,000 pounds, 275/70R22.5 tires, and are equipped with Allison 3500 RDS automatic transmissions with six speed programming.

Trucks are to be picked up by successful bidder at AHTD Equipment and Procurement Division, 11302 Baseline Rd., Little Rock, Arkansas. After installation is complete, trucks are 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 225 miles, the vehicles must be transported rather than driven to and from the installation facility. The successful bidder will be responsible for the cost of transporting the trucks 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. **Body:**

- A. **Floor:** Shall be no less than 96" wide outside and no less than 144" long. Floor shall consist of no more than three (3) pieces and be constructed of no less than 8 USS gauge smooth steel with a minimum tensile strength of 50,000 psi.
- B. **Understructure:** Crossmembers shall be no less than 4" channel, 5.4 pounds per foot steel with a minimum tensile strength of 50,000 psi, or structural shape and size which provides equal strength, spaced on not more than 18" centers. Longitudinal members to be no less than 5" channel, 6.7 pounds per foot steel with a minimum tensile strength of 50,000 psi, or structural shape and size which provides 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, 5.4 pounds per foot steel with a minimum tensile strength of 50,000 psi, or structural shape and size of equal strength.
- C. **Sides And Tailgate:** Body shall have removable sides and a fold down tailgate. Sides and tailgate shall be no less than 14" in height and be constructed of no less than 12 USS gauge steel material.
- D. **Cab Protector:** Shall have a bulkhead at front of bed designed to protect rear of cab. Shall be approximately cab height and be constructed of no less than 10 USS gauge steel. Bulkhead shall have an opening covered with expanded metal to offer rear visibility. Nominal height and width of the bulkhead opening shall correspond with the size and location of the rear cab window of the cab & chassis.
- E. **Body Prop:** Shall have a minimum of one (1) body prop to protect personnel working under body while raised. If only one body prop is used, it shall be mounted on left side of truck. Body prop/s shall be so designed that when placed in position it/they will remain in proper position to engage the body without being held in place or guided by the operator or an assistant.
- F. **Body Hinge:** Body hinge to be heavy duty steel welded to longitudinals, or attached with Grade 8 bolts. Lower hinge to be incorporated in hoist subframe or in rear of truck frame if a subframe is not used. (Welding to truck frame is allowable at this point only.) Hinge shaft shall have a minimum diameter of 1-1/2" and be retained in such a way that the shaft does not rotate during operation of the body. Hinge assembly shall be greasable.

3. Hydraulic Hoist: Shall be underbody type (twin arm or combination twin arm and scissor) with one or more double acting cylinders. Shall be Class E or greater with a minimum capacity of 11 tons at 0" overhang and no less than 15 tons at 18" overhang, as rated by NTEA for a 12' body. Hoist shall be capable of raising the body to a maximum dumping angle of no less than 45 degrees and shall control the position of the body throughout the entire dumping cycle. The hoist shall stop automatically when the body reaches maximum dumping angle and retain its position until released.
 4. Hydraulic Pump and Valve: Hydraulic pump shall be gear type with a capacity at 1,200 RPM of no less than 18 gpm at approximately 2,000 psi. The pump shall be designed to compensate for end thrust and the shafts shall turn on anti-friction roller or needle bearings. Pump furnished shall be for direct mounting to PTO with not less than a 7/8", 13 tooth splined input shaft. Hydraulic control valve shall be equipped with metering air control valve which allows full "feathering" control of dump body.
 5. Hydraulic Reservoir: Shall be mounted on side of frame outside the frame rails and have a minimum capacity of 40 gallons. Reservoir shall be serviced with a minimum of 30 gallons of hydraulic oil to functionally operate the dump body hydraulic system. A low oil level limit switch shall be installed in the side of the reservoir. It shall be positioned to actuate when the oil level reaches approximately 15 gallons. Once activated the limit switch shall disengage the PTO and illuminate a warning light in the cab of the truck. The reservoir shall have a minimum of three (3) ports in addition to those required for operation of the dump body. These ports will be no less than 1-1/4" NPT, plugged, and designed for future access to accommodate sand spreaders or similar equipment.
 6. Power Take-Off: Shall be "hot shift", multi-gear type with flange bracket for direct mounting to hydraulic pump. Bearings shall be a high grade needle or roller bearings.
 - A. Power take-off shall operate at not less than 85% or more than 125% of engine speed.
 - B. Power take-off provided shall be for mounting Allison 3500 RDS automatic transmission with six speed programming in a 33,000 lbs. GVWR International Model 7400 single axle truck with regular cab and 84" CA. Right or left side mounting is acceptable.
 7. Controls: Hoist and PTO controls shall each be clearly labeled as to function. Holes cut in cab floor or firewall shall be properly sealed and/or insulated.
 - A. Hoist: Control for hydraulic valve shall be a metering air valve unit with raise, lower and neutral/hold positions. Control shall be suitable for a full "feathering" air control valve used with a double acting hoist cylinder.
 - B. PTO: Shall be controlled by a toggle switch with on and off positions. Shall have a pilot light to indicate when PTO is engaged. PTO shall remain engaged until it is dis-engaged by the operator. Control unit with automatic "kick-out" is not acceptable due to the necessity for spot dumping.
 - C. Control Console: PTO and hoist controls shall be installed in a console mounted in cab of truck in a location convenient to operator.
 8. Additional Equipment: All necessary bolts, nuts, washers, hydraulic hoses, air lines, filter, reservoir with breather, etc. for mounting body on truck with 84" CA measurement. Shall have mud flaps no less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.
 9. Lights and 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.
 10. Serial Number: Each unit shall be provided with a manufacturer's serial number, unique to each unit, permanently attached by plate or engraving. This shall be placed in a discreet location. No additional dealer's or manufacturer's advertisement shall be placed on the body without prior approval of AHTD.
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11. Color: Shall be primed and painted Sherwin Williams F1B-4009 Gloss Black Enamel, or equal.
 12. 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.
 13. 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.
 14. Manuals: Successful bidder shall furnish one copy of Parts Book and Service Instructions with each body. In addition, one (1) copy of Parts Book and Service Instructions shall be furnished to Equipment and 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.
 15. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
 16. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
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17. 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.
18. Inspection: The AHTD reserves the right to inspect bodies during manufacture, or prior to their installation, for compliance with specifications and to inspect hydraulics installation during work in progress. Location of hoists on truck chassis shall be approved by AHTD prior to installation. All workmanship shall be first class (no welding on truck frame to install dump body hoist). Any unit delivered under this specification is subject to rejection if there is evidence of poor workmanship, by either the vendor or the original manufacturer.
19. Due to the nature of work performed by AHTD, any body-hoist combination furnished under this specification may be subject to use under adverse conditions such as dumping on road shoulders at a slight angle. The design and strength characteristics of the entire dump unit shall be such that the unit structural members and the hoisting system shall suffer no deformation, damage or structural failure resulting from raising a full payload under these conditions.
20. 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.