

CENTRAL ARKANSAS TRANSIT AUTHORITY

INVITATION FOR BID

IFB #: 04-2009

Parallelogram Lift

The Central Arkansas Transit Authority invites Proposals for the matters, services and/or items described herein in accordance with the provisions hereof.

Proposals MUST be received on or before the Proposal Opening Date and time set forth herein: **June 26, 2009, not later than p.m. CST.**

Questions concerning this bid request should be addressed to Sharon Williams, Contracts and Procurement Manager at swilliams@cat.org

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PART I DEFINITIONS

1.0 Singular, Plural, Gender and Definitions:

Any word contained in the text of this Invitation For Bid shall be read as the singular or the plural and as the masculine, feminine or neuter gender, all as may be applicable in the particular context. More specifically, however, for the purposes of this Invitation For Bid, the following words shall have the meanings attributed to them in this Section:

- a) **"Authority"** means the Central Arkansas Transit Authority, an Arkansas public transit corporation.
- b) **"Contract Documents"** means the document, including all exhibits attached thereto and/or incorporated therein by reference, which evidences the obligation of the Authority and the Contractor resulting from this IFB.
- c) **"Contractor"** means a person, natural or artificial, who is or may be awarded a contract hereunder.
- d) **"FTA"** means the Federal Transit Administration.
- e) **"Proposal"** means the offer and response made to this IFB by a Proposer.
- f) **"Proposal Opening Date"** means *****at 2:00 PM o'clock CST.
- g) **"Proposer"** means the person, natural or artificial, submitting a Proposal in response to this IFB.
- h) **"IFB" and/or "Invitation For Bid"** mean this Invitation For Bid Number #04-2009.
- i) **"Submission Deadline"** means ***** at 2:00 PM o'clock CST.
- j) **"US DOL"** means the United States Department of Labor.
- k) **"US DOT"** means the United States Department of Transportation.

1.1 Additional Definitions:

For the purposes of this Invitation For Bid, the following words shall have the meanings attributed to them in this Section:

- a) **"Authority's Address"** means 901 Maple Street, North Little Rock, Arkansas, 72114.
- b) **"Authority's Administration Building"** means the Administration building situated at the Authority's Address.
- c) **"River Cities Travel Center" and "RCTC"** means the transfer center located at 310 E Capitol Avenue in Little Rock, Arkansas, 72202.

PART II SOLICITATION

2.0 Solicitation:

The Authority is soliciting Bids from qualified firms who meet the conditions set forth herein to provide a heavy duty wheel contact mobile lifting system for Central Arkansas Transit Authority, 901 Maple Street, North Little Rock, Arkansas, hereinafter described in accordance with the provisions hereof.

2.1 Submission of Proposal:

All Proposals must be delivered to the Authority, postage prepaid if mailed, to the Authority's Address in a sealed envelope with the words "**IFB #04-2009 Response Bid Enclosed**" prominently marked on both sides of the envelope. All Proposals must be submitted to the Authority in accordance with the provisions hereof on or before the Submission Deadline. No Proposal submitted after the Submission Deadline will be considered.

The following forms and documentation must be included with bid submittal:

- (a) Material Safety Data Sheets
- (b) Bill of Lading
- (c) API License Number
- (d) Response Time & Hours of Operation
- (e) Test Results (Diesel Fuel)
- (f) Bid in Response to Invitation to Bid #04-2009
- (g) Eligible Bidder Certification
- (h) Receipt of Addenda Certification
- (i) Non-Collusion Assurance Affidavit
- (j) DBE/WBE Certification
- (k) EEO Certification
- (l) Restrictions on Lobbying Certification

2.2 Bid Opening

Bids submitted to the Authority in accordance with the requirements hereof shall be publicly opened and examined on the Bid Opening Date (June 26, 2009 @ 2:00 p.m.). PLEASE BE ADVISED that the contents of each Bid, including documents marked proprietary, shall be made public.

2.3 Request for Clarifications:

Any request for clarifications must be in writing and submitted by the Bidder to the Authority by June 17, 2009. Responses will be made by the Authority on or before June 19, 2009.

2.4 Proposal Inquiries:

All inquiries regarding this IFB should be directed to Sharon Williams, Procurement and Contracts Manager at swilliams@cat.org

2.5 Term:

The term of this contact/contracts shall be for twelve months from date of contract execution.

PART III GENERAL REQUIREMENTS

3.0 Deadline for Submission of Proposals:

All Proposals received by the Authority prior to the Submission Deadline shall be kept securely sealed. Any Proposal submitted to the Authority in an unsealed envelope may be considered non-responsive and may be rejected. Any Proposal submitted to the Authority which has no signature may be considered non-responsive and may be rejected. Any Proposal received after the Submission Deadline may not be opened and/or considered for award.

3.1 Format:

Proposals must be submitted to the Authority in conformity with the format and requirements hereof. Proposals submitted to the Authority in any other format may be considered non-responsive and may be rejected. The person executing the Proposal must initial any erasures, emendations, corrections, interlineations, alterations or other changes appearing on the Proposal.

3.2 Receipt of a Single Proposal:

In the event only one Proposal is received, or in the event of an apparently unbalanced Proposal, the Proposal may be considered for evaluation based on the established criteria, and the Authority may determine the reasonableness of the Proposal price through any appropriate means, including, but not limited to, price and cost analysis. A price analysis involves examining the Proposal and evaluating a prospective price without evaluating the separate cost elements. If only one Proposal is so received and the Authority determines that a price or cost analysis is needed, the sole Proposer shall cooperate with the Authority, as necessary, in order for its Proposal to be considered or the Proposer may at its option withdraw its Proposal.

3.3 Additional Information:

The Authority reserves the right to require that a Proposer submit additional and further information or explanation to aid the Authority in considering the Proposal. At the discretion of the Authority, Contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

3.4 Debarment and Suspension Requirements of Executive Order 12549:

Any Bid submitted hereunder shall include Certification Number Five attached hereto, executed by the Bidder, that the Bidder, the employees of the Bidder and the subcontractors of the Bidder are not on the Comptroller General's list of ineligible Contractors. If any of the foregoing persons appear on the Comptroller General's list of ineligible Contractors the Bidder will be considered ineligible.

**WARNING: ANY BID THAT DOES NOT INCLUDE
THE CERTIFICATE REQUIRED BY THIS**

SECTION SHALL BE CONSIDERED NON-RESPONSIVE.

3.5 Receipt of Addenda:

Any Proposal submitted hereunder shall include Receipt of Addenda Certification attached hereto, executed by the Proposer, representing that the Proposer has received and read all Addenda described hereon.

WARNING: ANY PROPOSAL THAT DOES NOT INCLUDE THE CERTIFICATE REQUIRED BY THIS SECTION SHALL BE CONSIDERED NON-RESPONSIVE.

3.6 IFB Postponement and Amendment:

The Authority reserves the right to revise or amend this IFB at any time up to or until the Submission Deadline. All revisions and amendments shall be in writing and copies thereof either mailed or transmitted by facsimile to all persons who pickup or received the IFB. The Submission Deadline and the Proposal Opening Date may be extended at the sole discretion of the Authority.

3.7 Conditions of Proposal:

Any Proposal submitted in response to this Invitation For Bid and any purchase orders and/or contracts awarded or resulting therefrom shall be subject to the terms, provisions, instructions and conditions hereof and any subsequent amendments, modifications, addendum, supplements and/or changes thereto.

3.8 Proposals and Proposal Modifications:

All documents, data, materials and information submitted by the Proposer to the Authority, whether accompanying the Proposal originally or subsequently submitted and all emendations and modifications made to the Proposal shall be deemed to constitute a part of the Proposal.

3.9 Proposal/Offer:

Each Proposal submitted by a Proposer is deemed to be an offer made by and binding upon the Proposer and the Authority may, in its sole discretion, accept the offer as stated in the Proposal, with or without further negotiations, and, upon such acceptance by the Authority, Proposer covenants and agrees that it is bound and obligated to fully perform in accordance with the terms and provisions of its Proposal as accepted.

3.10 Waiver of Informalities & Proposal Rejection:

The Authority reserves the right to waive any informality or irregularity in any Proposal it receives which in the Authority's sole discretion do not prejudice other persons. Further the Authority reserves the right to reject any and all Proposals submitted. Conditional Proposals or those Proposals submitted which take exception to the provisions hereof will be considered as non-responsive and will be rejected.

3.11 Proposal Withdrawal:

Proposals may be withdrawn upon the written request of the Proposer, if received by the Authority at any time up to (but not on or after) the Submission Deadline. If a Proposal is withdrawn in the manner and within the time prescribed herein, then any bond or certified check delivered with the Proposal shall likewise be returned to the Proposer. After the Proposal Opening Date, all Proposals received by the Authority shall be binding upon the Proposer and shall remain and be in full force and effect for a period of at least 90 days.

3.12 Announcement of Award and Award:

The Proposal which is deemed and determined by the Authority, in its sole discretion, to be the most responsive and responsible Proposal, complying with all of the conditions hereof, shall be accepted by the Authority, unless all Proposals are rejected. The Authority shall announce which Proposal it has accepted, or that all Proposals have been rejected, in writing addressed to each person submitting a Proposal.

3.13 Authority to Submit and Perform Proposal:

If a natural or artificial person submits the Proposal, doing business under a trade name, an assumed name or a fictitious name, then the Proposal shall so state. If the Proposal is submitted by a Partnership or Joint Venture, then, in addition to the name of the Partnership or the Joint Venture and the address of the Partnership or Joint Venture, then the full name and address of each Partner of the Partnership or Joint Venturer of the Joint Venture shall be stated in the Proposal and the Proposal must be executed by each Partner of the Partnership or Joint Venturer of the Joint Venture, as applicable. If the Proposal is submitted by a Limited Partnership, then (i) the full name and address of each General Partner and Limited Partner shall be stated in the Proposal, (ii) evidence of the General Partner's authority to act for and bind the Limited Partner shall be included in and with the Proposal, (iii) evidence of registration as a foreign limited partnership in Arkansas shall be included in and with the Property and (v) the Proposal shall be executed by the duly authorized General Partner(s). If the Proposal is submitted by a corporation or limited liability company, then (i) a certificate of good standing from the Secretary of State of Arkansas shall be included in and with the Proposal, (ii) a certified copy of the resolution authorizing the execution of the Proposal in the name of the corporation or limited liability company shall be included in and with the Proposal, and (iii) the proposal shall be executed by the duly authorized officer of the corporation or limited liability company.

3.14 Proposal Protests :

A Proposer may seek FTA review of the Authority's acceptance of a Proposal. Requests for such review must be in writing and received by FTA not less than 10 calendar days before the Proposal Opening Date. Requests for FTA review received less than 10 calendar days before the Proposal Opening Date will not be considered. A Proposer must inform the Authority that it is seeking FTA review of the award and concurrently send a copy of the request for review to the Authority. The Authority must furnish FTA a copy of all previous correspondence and other documentation pertaining to the Proposer's request for FTA review. In conducting its review, FTA will consider only the

correspondence and documentation provided by the Authority and the Proposer as well as any additional information obtained through specific requests to the Authority, Proposer, or other third party.

Upon receipt of notice that a request for review has been submitted to FTA, the Authority must immediately contact the appropriate FTA official to determine if the Proposal Opening Date should be postponed. If the Proposal Opening Date is postponed, the Authority must notify all prospective Proposers who have been furnished a copy of the IFB that a request for review has been filed with FTA and that the Proposal Opening Date is postponed until FTA has issued its decision. Upon receipt of FTA's decision, the Authority must issue an amendment rescheduling the Proposal Opening Date or announcement other appropriate action.

A request for review to FTA may be withdrawn at any time before FTA has issued its decision. FTA will notify the Authority if a Proposer withdraws a request for review.

**3.15 Approved Equals:
RESERVED**

3.16 Prohibited Interest:

No employee, officer, director or agent of the Authority shall participate in the selection, and/or award or administration of a contract resulting from this IFB if a conflict of interest, real or apparent, would be involved. The Authority's directors, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from any Proposer.

3.17 Interest of Members of or Delegates to Congress:

In accordance with 41 U.S.C. § 22, no member of or delegate to the United States Congress shall be admitted to any contract resulting from this IFB or derive any benefit therefrom.

3.18 Restrictions on Lobbying:

The Authority agrees to comply with 31 U.S.C. § 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. In addition, even though the Authority uses no Federal funds for lobbying, the Authority also agrees to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance, and to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20.

3.19 Audit and Inspection:

By submission of a Proposal hereunder the Proposer agrees that the Authority, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all of its work, materials, payrolls, and other data and records with regard to the Proposer's performance of this IFB and audit the books, records and accounts in regard thereto. Further, the

Proposer shall maintain all records required hereunder and by any applicable laws, rules and regulations for at least three years from the termination date of the IFB.

3.20 Federal Requirements:

All Proposers understand that Federal laws, regulations, policies, and related administrative practices (hereinafter referred to as the "Federal Requirements") applicable to this IFB may be modified from time to time. By submission of a Proposal hereunder all Proposers agree that the most recent of such Federal Requirements will govern the administration of this IFB at any particular time.

3.23 Time is of the Essence:

Time is of the Essence of this IFB and all provisions hereof.

PART IV CONTRACT PROVISIONS

By submission of a Proposal, pursuant to the terms and provisions hereof, the Proposer covenants and agrees that the following provisions shall be made a part of any Contract Documents resulting herefrom:

4.0 Incorporation of Federal Transit Administration (FTA) Terms:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or to expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Central Arkansas Transit Authority requests which would cause Central Arkansas Transit Authority to be in violation of the FTA terms and conditions.

4.1 Change Orders:

RESERVED

4.2 Change Order Procedure:

RESERVED

4.3 Regulatory Changes:

RESERVED

4.4 Breach of Contract:

If the Contractor shall fail, refuse or neglect to fully comply with the terms and provisions hereof, such a failure, refusal or neglect shall be deemed a breach of this Contract, and the Authority may, in its discretion, pursue any and all of its lawful remedies.

4.5 Disputes:

Except as otherwise provided for in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement of the Contractor and the Authority, shall be decided by the Executive Director of the Authority, who shall reduce this decision to writing, and mail or otherwise deliver a copy of same to the Contractor within twenty (20) days after the dispute is submitted for determination. The decision of the Executive Director of the Authority shall be final and conclusive upon the parties hereto, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the

Contractor shall proceed diligently with the performance of the Contractor's obligations under the Contract and in accordance with the Executive Director's decision, unless the Contractor, in good faith, believes that continued performance will adversely affect the safety of the product or services being supplied hereunder or have significant impact on the Contractor's production schedule. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above, provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on the question or law. On procurement items in which FTA funding is involved, the Contractor shall be aware of protest procedures with the FTA Regional Offices.

4.6 Termination for Default:

The Authority, by written notice, may terminate this Contract, in whole or in part, if the Contractor fails or refuses to perform any of the provisions hereof within the time and in the manner specified herein and/or any extensions thereof or if the Contractor fails to make progress in the performance of the Contractor's obligations hereunder so as to endanger performance of this Contract in accordance with its terms and, in either of said events, the Contractor does not cure such failure to so perform within a period ten (10) days after receipt of notice of default from the Authority. If the Contract is terminated in whole or in part for default, the Authority may procure upon such terms and in such manner as the Authority may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Authority for any excess costs for such similar supplies or services and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies or services delivered to, performed for, and accepted by the Authority shall be at the contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Authority.

The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4.7 Termination for Convenience:

The Authority, by written notice, may also terminate this Contract, in whole or in part, if it is in the best interest of the Authority as determined, from time to time, by the Authority in its sole discretion. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination shall be effective. If this Contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost to point of notification of terminations and its cost incurred pursuant to and in compliance with Section 4.7 below. To the extent that this Contract is for services and is so terminated, the Authority will be liable only for payment in accordance with the payment provision of this Contract for services rendered to the effective date of termination.

4.8 Contractor Action:

After receipt of a notice of termination, and except as otherwise directed by the Authority, the Contractor shall: (i) Stop work under the Contract on the date and to the extent specified in the notice of termination; (ii) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (iv) Assign to the Authority in the manner, at the times, and to the extent directed by the Authority, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which the Authority shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authority, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; (vi) Transfer title to the Authority and deliver in the manner, at the times, and to the extent, if any, directed by Authority the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Authority; and (vii) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Authority, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Authority, and provided further, that the proceeds of any such transfer of disposition shall be applied in reduction of any payments to be made by the Authority to the Contractor under this Contract, or shall otherwise be credited to the price or cost of the work covered by this Contract, or paid in such other manner as the Authority may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

4.9 Communications:

In cases where communication is required between Contractor and the Authority, such as further information, furnishing of specifications, or obtaining approval of proposed work, such communications from Contractor shall be forwarded directly to the Executive Director of the Authority. Communications shall be in writing and delivered personally, by facsimile (fax) or telegram, or by regular, registered, or certified mail. Telephone calls may be used to expedite communications, but shall not be official communications unless confirmed in writing. Communications shall be considered received at the time actually received the addressee or designated agent.

4.10 Contractor Responsibility:

In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specification. The Contractor shall assume responsibility for all materials and services used, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify the Authority in writing of the replacement and provide name, address, telephone number, and the type of service.

4.11 Federal Changes:

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the Authority and FTA, as they may be amended or promulgated from time to time.

4.12 No Federal Government Obligations to Third Parties:

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government or in approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.13 False or Fraudulent Statements and Claims:

The Contractor acknowledges and agrees as follows:

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, if it makes a false,

fictitious, or fraudulent claim, statement, submission, or certification, the Authority reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Authority reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Authority deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4.14 Maintenance of Records:

The Contractor shall at all times maintain reasonable records relating to the performance of this Contract. Such records shall be in conformity with the generally accepted accounting principals. Records shall be available to the Authority and its representative(s).

4.15 Audit and Inspection of Records:

The Contractor shall permit the Authority, the authorized representative of the Authority, the United States Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract. The Contractor and its suppliers shall maintain records concerning minority/disadvantaged business enterprises for a period of three (3) years after completion of the contract.

4.16 Prohibited Interest – Contractor:

The Contractor warrants and represents that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services, required to be performed under this Contract. The Contractor further warrants and represents that in the performance of this Contract, it shall not employ any person with such interest.

4.17 Prohibited Interest – Authority:

No member, officer, or employee of the Authority, or of a local public body during their tenure, or for one (1) year thereafter, or organization which employees, or is about to employ any of the above, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

4.18 Interest of Members or of Delegates to Congress:

No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising therefore. This shall not be construed to prevent any such person from owning stock in a publicly held corporation.

4.19 Non-Collusion Assurance:

The Contractor warrants, by sworn affidavit, executed by a duly authorized officer, that neither it, nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure this Contract, and further, that no such money or reward will be hereinafter paid. This affidavit is attached hereto as Certificate Number Two.

4.20 Grant Contract:

The services and/or product described herein are to be purchased with the assistance of a Grant from the Federal Government under the Federal Transit Administration Act of 1964. The Contractor shall be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and the Authority.

**4.21 Buy America:
RESERVED**

4.22 Cargo Preference:

Cargo Preference-Use of United States-Flag Vessels-The Contractor agrees:

- (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).
- (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4.23 Indemnification:

(a) The Contractor covenants and agrees with the Authority that it shall defend, indemnify, save and hold harmless the Authority, its agents, officers, directors and employees of, from and against any and all suits, proceedings, claims, causes of action, awards (including any punitive awards), damages (including any claim for property damage and/or injury to persons, including death and disease), decrees, judgments, liabilities, losses, demands and any and all costs, expenses, attorney's fees and any fees, charges and expenses of any expert witnesses or professionals incurred by the Authority,

its agents, officers, directors and employees (including any such costs, expenses, fees and charges incurred in the enforcement of this indemnification) arising out of, resulting from, related to or in any way connected to: (i) the Contractor's acts or omissions, including acts or omissions of its employees, servants and agents, (ii) the performance by the Contractor, its employees, servants and agents of the Contractor's obligations hereunder, (iii) the violation by the Contractor, its employees, servants and agents of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished hereunder, (iv) the violation by the Contractor, its employees, servants and agents of any federal, state or local laws and regulations applicable to or relating to this Contract and (v) any alleged infringement of the United States Letters Patent or patent laws, regulations and rules covering any product, materials, supplies or equipment to be furnished hereunder.

(b) In any and all claims against the Authority or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor, or any subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

4.24 Delivery Procedure:

Delivery shall be determined by signed receipt of the Authority, at the point of delivery which shall be the Authority's Address.

Delivery of the Product(s) shall be FOB point of delivery.

4.25 Delivery Schedule:

The Product(s) shall be delivered Monday through Friday ONLY. Saturday and Sunday delivery is not permitted. Hours of delivery shall be 8:00 a.m. through 8:00 p.m., local time.

4.26 Assumption of Risk of Loss:

Contractor shall assume all responsibility and liability incident to said delivery of the Product(s).

4.27 Title:

RESERVED

4.28 Delivery or Installation Delays:

The Authority reserves the right to extend delivery or installation, in case the delivery of the Product under this Contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by the Authority, in its sole discretion.

4.29 Liquidated Damages:

In the event of delay in the completion of deliveries of the Product(s) beyond the dates specified and not subject to the Contract unavoidable delays cause, the Authority shall assess as liquidated damages \$20.00 per calendar day. These damages shall be deducted from any monies due, or which may thereafter become due, to the Contractor under this contract.

**4.30 Final Acceptance:
RESERVED**

**4.31 Non-Acceptance:
RESERVED**

4.32 Equal Employment Opportunity:

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to insert the foregoing provision, modified as necessary to identify the affected parties, in each third party contract implementing this procurement, except third party contracts for standard commercial supplies, raw materials, or construction, and shall require each third party contractor to insert a similar provision in each subcontract, except subcontracts for standard commercial supplies, raw materials, or construction.

4.33 Labor Provisions:

To the extent applicable, the Contractor agrees to comply with USDOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5, and agrees to incorporate into each federally-assisted nonconstruction contract of \$2,500 for the Project, clauses, modified as necessary to identify the affected parties, required by 29 C.F.R. § 5.5. Furthermore, the Contractor agrees as hereinafter stated:

(a) Overtime-Requirements: No Contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work, to work in excess of eight hours in any calendar day, or in excess of forty hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day, or in excess of forty hours in such work week, whichever is greater.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of eight hours, or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

(c) Withholding or Unpaid Wages and Liquidated Damages: USDOT or the Authority shall, upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

4.34 Insurance:

Vendor shall provide and maintain at all times during the performance of this Contract following insurance: (i) Workmen’s Compensation for protection of Vendor’s owners, partners and employees as required by law, and Employer’s Liability Insurance with the following limits:

1.	Each Accident	\$1,000,000.00
2.	Each Occupational Disease	\$1,000,000.00
3.	Occupational Disease Aggregate	\$1,000,000.00

Workmen’s Compensation and Employer’s Liability Insurance policies of the Vendor shall contain a waiver of subrogation as to the Authority and any other additional insured under this Contract. The limits of liability for this coverage shall be as required by applicable Statute; (ii) Commercial General Liability Insurance covering bodily injury, including death, personal injury, property damage, fire damage, contingency liability and contractual liability, including all terms set forth in this Contract Agreement. The Commercial General Liability policy shall provide coverage on an occurrence basis and shall include explosion, collapse, underground hazard and products/completed operations coverages. Minimum limits of liability provided by this coverage shall be:

1.	General Aggregate	\$2,000,000.00
2.	Products/Completed Operations Aggregate	\$2,000,000.00
3.	Personal & Advertising Injury	\$2,000,000.00
4.	Each Occurrence	\$2,000,000.00

(iii) Commercial Umbrella Liability Insurance with limits of not less than \$2,000,000.00; and (iv) Commercial Automobile Liability Insurance covering the use, operation and maintenance of any automobiles, trucks, trailers, or other vehicles owned, hired, or non-owned by Vendor providing bodily injury, including death, and property damage coverage. Minimum limits of liability provided by this coverage shall be a Combined Single Limit of \$2,000,000.00.

(b) Vendor agrees to notify The Authority of any substantial claims (paid or reserved) applied against the aggregate of any of the required insurance policies. The full aggregate general liability policy limits required above shall be available with respect to Vendor's obligations hereunder and Vendor shall obtain a project specific aggregate limit endorsement confirming such coverage

(c) All insurance required hereunder shall be maintained in full force and effect in a company or companies satisfactory to The Authority, at Vendor's expense, and until performance in full hereof has been accomplished and final payment has been issued; provided, however, the Products/Completed Operations Commercial General Liability Insurance prescribed by (a)(ii) above, the Commercial Umbrella Liability Insurance prescribed by (a)(iii) above and the Commercial Auto Liability Insurance prescribed by (a)(iv) above shall be maintained for a period of three (3) years after the date of expiration or termination of this Contract.

(d) All insurance policies required hereunder shall provide for not less than 30 days prior written notice from the insurer to The Authority of any cancellation, termination, failure to renew or material amendment thereto. In the event of the threatened cancellation for nonpayment of premium, The Authority may pay same on behalf of Vendor and deduct payment from amounts then or subsequently owing to the Vendor.

(e) Certificates of Insurance evidencing the required insurance shall be submitted on forms furnished by The Authority and must be filed with The Authority within thirty (30) days of the date hereof unless Vendor is scheduled to begin work before then, in which case the Certificates of Insurance shall be provided no less than seven (7) days prior to Vendor's commencement of work hereunder.

(f) No payment shall be considered due and owing hereunder until the required Certificates of Insurance, satisfactory to The Authority, have been received by The Authority. Failure to furnish the required insurance certificates will be cause for cancellation of this Contract.

(g) The Authority and any or party required to be indemnified by the Vendor under the Contract Documents shall be named as an additional insured on Vendor's policies of Automobile Liability, Commercial General Liability, and any excess liability insurance required by Contract.

(h) All insurance provided by the Vendor hereunder shall be primary to any insurance policies held by The Authority or any other additional insured and shall be non-contributory.

4.35 Payroll Records:

The Contractor and any subcontractor shall maintain payrolls and basic payroll records during the course of the work, and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of

each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Authority, USDOT, the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

4.36 Subcontracts:

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in Section 4.26, 4.27, and 4.31 through 4.33, as well as a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor within these clauses.

4.37 Disadvantaged Business Enterprises:

The Contractor agrees to comply with current US DOT regulations on participation of DBEs, as defined in 49 CFR part 26, in the performance of contracts and subcontracts financed in whole or in part with Federal Funds.

Complaints concerning non-compliance with these regulations may be handled under the procedure specified in Section 4.33 below. A copy of a press release from the U.S. Department of Transportation regarding investigation of abuses in the Disadvantaged Business Enterprise program is attached to this document.

4.38 Non-Discrimination:

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) Compliance with Regulations: The Contractor agrees to and shall comply with the Title VI of the Civil Rights Act of 1964, 42 USC §2001d and the Regulations relative to nondiscrimination in federally assisted programs of the Authority (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations", which are herein incorporated by reference and made a part of this Contract).

(b) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be

notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, which is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate including, but not limited to: (i) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or (ii) cancellation, termination or suspension of the Contract, in whole or in part.

(f) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

(g) The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Transit Administration may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

4.39 Americans with Disabilities Act:

The Contractor agrees to comply with, and assure that any of its subcontractors hereunder complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- (c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

4.40 Privacy:

If the Contractor, or its employees administers any system of records on behalf of the Federal Government, the Contractor agrees to comply with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, (the Privacy Act). The Authority agrees to obtain the express consent of the Government before it or its third party contractors, subrecipients, or their employees operates a system of records on behalf of the Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act may result in termination of the procurement.

4.41 Patent Rights:

RESERVED

4.42 Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

4.43 Environmental Protection

The Contractor recognizes that many Federal and state laws imposing environmental an resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* The Contractor also recognizes that U.S. EPA, FHWA and other agencies of the Federal Government have issued and are expected in the future to issue regulations,

guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Contractor agrees to adhere to any such Federal requirements as the Federal Government may now or in the future promulgate.

(a) Environmental Protection--The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality--The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor should be aware that the following U.S. EPA regulations, among others, may apply to 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600. The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

(c) Clean Water--The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

4.44 Energy Conservation:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

4.45 Miscellaneous:

The parties hereto agree to the following provisions:

(a) This Agreement is entered into in the State of Arkansas and shall be construed and interpreted in accordance with its laws.

(b) Each party and counsel for each party have reviewed this Agreement and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. No inferences shall be drawn from the fact that changes have been agreed to herein from the prior Agreements.

(c) In the event one or more of the provisions (or portions thereof) of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

(d) This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby and all prior agreements whether written, verbal or arising by past practice, are deemed to have merged into this Agreement. This Agreement shall not be amended, altered or modified except by written instrument signed by all of the parties.

(e) This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.

(f) Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their representatives, heirs, estates, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

(g) Time is of the essence of this Agreement.

(h) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(i) The waiver of any breach or condition of this Agreement by any party hereto shall not constitute a precedent for any subsequent waiver or breach of any condition and the Parties further agree that this Agreement terminates and renders inoperative and unenforceable all verbal agreements between the Parties hereto.

(j) The word employee, person, officer, representative and all personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. Any word used herein stated in the singular shall include the plural, and vice versa. All titles and articles are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references herein to articles, paragraphs or subparagraphs hereof shall refer to the corresponding articles, paragraphs or subparagraphs of this Agreement unless a specific reference is made to such articles, paragraphs or subparagraphs of another document or instrument.

PART V TECHNICAL SPECIFICATIONS

5.0 INTENT

It is the intent of this specification to describe a parallelogram lift system to be used to lift chassis in a wash bay area of the Transit Authority. The successful bidder shall furnish, deliver and install a complete system ready to use and fully operational.

The bidder must quote on a unit regularly manufactured and must supply descriptive literature and complete specifications on the particular model bid on.

25,000 pound – 50,000 pound parallelogram drive surface and flush mounted lift:

- PRODUCTS
 - 25,000 LB - 50,000 LB PARALLELOGRAM DRIVE ON SURFACE AND FLUSH MOUNTED LIFTS
 - Lift Characteristics:
 - Assembly shall consist of an electro-hydraulic lift unit, a control console and accessories. The control console shall be connected by required lengths of stainless steel hydraulic pipe or steel reinforced hydraulic hose, nylon compressed air line and electrical cable approved for use by the code authority of jurisdiction.
 - Each platform shall be constructed of steel plate supported by steel tubes.
 - Hydraulic System:
 - Each hydraulic cylinder shall have a flow check integrally mounted to prevent collapse in the event of a major fluid leak.
 - The lift shall be driven by a hydraulic pump of U.S. manufacture, capable of supplying the appropriate psi and gpm to operate the lift.
 - The lift shall be able to be lowered from any raised position by operation of a manual pump and valve.
 - Safety Locks:
 - Steel safety locks with a safety factor of not less than 3:1 shall be mounted one set to each lifting cylinder and shall allow the lift to be locked at a minimum of 8 different levels.
 - The lift shall have full-length continuous safety edges mounted to the lower surface of the main lifting platform. Safety tape switch will be located on the outside of both platforms. When any of these safety edges are displaced horizontally or

- vertically, the lift will stop. Safety edges inside optional.
 - Control console shall house the following equipment:
 - Oil reservoir, suction strainer, low pressure return filter, hydraulic gear pump and manual pump.
 - Electrical enclosures for control components shall be NEMA 12 rated (minimum) and have the following controls mounted on them while still maintaining their sealing ability:
 - Systems disconnect.
 - "Power-On " pilot lamp.
 - "Raise " and "Lower " controls and "Press to lock lift " control.
 - "Operator Lock-Out " pilot lamp.
 - The control system shall be operated by a Programmable Logic Control (PLC) and lock-out all operations of lift controls if an unsafe condition exists due to insufficient air pressure to operate safety locks; displaced safety edges, locks not disengaged or uneven platform heights. This lock-out shall not be able to be reset unless unsafe condition has been corrected.
 - The control system shall ensure that lifting platforms differ in height by no more than 2 inches (51 mm). If platforms become uneven by a greater amount, the lift shall stop and lock-out operator.
 - Lighting System (Optional):
 - Main lifting platforms shall have fluorescent lights installed on their inner edges to illuminate the work area beneath the vehicle when raised on the lift.
 - Lighting system shall turn on automatically when lift unit is raised above 22 inches (559 mm), (18 inch (457 mm) lamp height), and shall turn off automatically when lift unit descends below 22 inches (559 mm) per National Electric Code Section 511-1 through 511-3.
 - Equipment Foundation Requirements:
 - Consult factory for drawings
 - Electronic Programmable Control Panel With Electric Power Unit, UL201Compliant, 208/230/460 volt 3 phase 60 Hz Over Hydraulic Cylinder Drive: (All Models Bio-Fluid Compatible)
 - Rise: 63 inches (From top of runway to floor).
 - Finishes:
 - Red, RAL3002.
 - Lift shall be 3rd party certified by ETL testing laboratory and labeled with the ETL/Automotive Lift Institute (ALI) label that affirms the lifts meet conformance to all applicable provisions of American National Standard ANSI/ALI ALCTV-2006 and in compliance with IBC 2003, IBC 2006 chapter 30 section 3001.2.
- EXECUTION
 - INSTALLATION

- Install in accordance with manufacturer instructions.
- PROTECTION
 - Protect installed products until completion of project.
 - Touch-up, repair or replace damaged products before Substantial Completion.
- QUALITY ASSURANCE
 - Installer Qualifications:
 - Factory trained authorized company.
 - Company insured for completed operations of installing lift.
 - In addition to the other requirements outlined herein, the lift or lifts, shall comply with all applicable requirements of ANSI standards. "Safety Requirements for the Construction, Care and Use of Automotive Lifts " as published by the American national Standards Institute. The lift company Quality Management System shall be ISO9001 certified.
- PROJECT CONDITIONS
 - Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- WARRANTY
 - Contractor/manufacturer/installer has responsibility for an extended Corrective Period for work of this Section for the period stated from date of Substantial Completion against deficiencies as stated in the manufacturer's standard warranty.
 - Contractor/manufacturer/installer shall promptly and without inconvenience and cost to Owner correct said deficiencies:
 - Failure due to defective materials and workmanship.
 - Contractor/manufacturer/installer shall be notified immediately of defective products, and be given a reasonable opportunity to inspect the goods prior to return. Manufacturer will not assume responsibility, or compensation, for unauthorized repairs or labor.

PART VI EVALUATION PROCEDURE

6.0 Evaluation Criteria:

Proposals will be evaluated as to their responsiveness to the criteria specified in Sections V, VII and VIII.

6.1 Right to Reject Proposals:

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this IFB unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

The Authority reserves the right without prejudice to reject any or all proposals.

PART VII QUALITY ASSURANCE

7.0 Quality Assurance Procedure and Functions:

The Contractor shall establish and maintain an effective quality assurance procedure.

7.1 Acceptance Tests-Responsibility:

Fully documented tests shall be conducted on each product to determine its compliance with these specifications.

**RESPONSE TO IFB # #04-2009 Parallelogram Lift
(Page 1 of 2; Signature Required on Page 2)**

Insert Name of Proposer Here: _____

Insert the Business Address of
the Proposer: _____

Insert the Business Phone Number & Fax
Number of the Proposer: _____ & _____

Insert the Name of the Person
completing this Proposal, who
will be treated as the contact
person for the Proposer _____

If the Proposer's Name inserted above is a trade name, an assumed name or fictitious name, please give proper full name of individual or entity conducting business under that name in the space provided immediately below:

If the Proposer is a general partnership or joint venture, please give the names and personal and business addresses of each partner and/or joint venturer in the space provided immediately below:

If the Proposer is a limited partnership, please give the names and addresses of the General Partner(s) and the limited partner(s) in the space provided immediately below (and attach to this Proposal that documentation evidencing the General Partners authority to execute this Proposal and evidencing Registration with the Secretary of State of the State of Arkansas:

(Page 2 of 2; Signature Required Below)

PLEASE NOTE IF MORE SPACE IS REQUIRED SIMPLY ATTACH SEPARATE PAGE WITH THIS ADDITIONAL INFORMATION.

If the Proposer is a corporation or a limited liability company, please attach to this Proposal (i) a certificate of good standing from the Secretary of State of Arkansas, (ii) a certified copy of the resolution authorizing the execution of the Proposal in the name of the corporation or limited liability company, and (iii) insure that the Proposal is executed by the duly authorized officer of the corporation or limited liability company.

The Proposer named above proposes and offers to fully observe and perform all of the obligations set forth in IFB #04-2009 and to do and perform all of the services described in IFB #04-2009 in accordance with each and all of the provisions of the IFB.

In compliance with the above, the undersigned offers and agrees to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered to 901 Maple Street, North Little Rock, AR 72114, within the time specified.

Company: _____ Authorized Bidder: _____

Address: _____ Title/Signature: _____

_____ Phone and Fax Number: _____

**CERTIFICATE NUMBER ONE
RECEIPT OF ADDENDA
CERTIFICATION**

The Bidder warrants and represents that it has received all Addenda (if any) issued by the Authority in connection with this INVITATION TO BID.

BIDDER NAME

BY: _____
Signature

TITLE: _____

CERTIFICATE NUMBER TWO
NON-COLLUSION ASSURANCE AFFIDAVIT
(Page 1 of 2; Signature Required on Page 2)

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the person responsible for the final decision as to the price (s) and amount of this Bid or, if not, that I have written authorization, attached to this certification, from that person to make the statements sent forth below on his or her behalf and on behalf of the Bidder.

2. I further attest that:

(a) The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Contractor, bidder or potential bidder.

(b) Neither the price(s) nor the amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the Bid Opening Date.

© No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

(d) The Bid of this Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

(e) This Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

(f) This Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for this Bidder submitting a complementary bid, or agreeing to do so, on this project.

(g) I have made a diligent inquiry of all members, officers, employees, and agents of this Bidder with responsibilities relating to the preparation, approval or submission of this Bidder's Bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 2009.

Affiant's signature

SUBSCRIBED AND SWORN to before me a Notary Public of and for the
County and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires:

**CERTIFICATE NUMBER THREE
DISADVANTAGED/WOMEN BUSINESS ENTERPRISE
CERTIFICATION**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
2. I further attest that:
 - (a) The Bidder is a Disadvantaged Business Enterprise and meets the eligibility requirements detailed in 49 CFR Part 26.
 - (b) The Bidder is certified with the Arkansas Highway and Transportation Department's DBE/WBE program or, if the Bidder has not been not certified through the Arkansas Highway and Transportation Department, the source of the Bidder's DBE certification is : (Please Insert Source of DBE Certification here):

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 2009.

Affiant's signature

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

**CERTIFICATE NUMBER FOUR
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.

2. I further attest that:
 - (a) the policy of the Bidder is to insure equal opportunity and non-discrimination, and require that all employees and applicants for employment be treated equally regardless of race, color, sex, national origin, religion, age and physical handicap not related to the ability to perform a particular job or occupation, and,

 - (b) that the Bidder agrees to treat each person fairly without regard to race, color, sex, national origin, religion, age and physical handicap not related to the ability to perform a particular job or occupation, with respect to employment, upgrading, promotion, demotion, transfer, layoffs, termination, rates of pay or other forms of compensation, selection for training, and other terms and conditions of employment and further agrees to include in all recruitment advertising the notation that it is "An Equal Opportunity Employer, " and to register its employment advertisements with such minority and female community organizations as may be recommended by the Contract Compliance Division of the City Attorneys Office.

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 2009.

Affiant's signature

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

**CERTIFICATE NUMBER FIVE
ELIGIBLE BIDDER CERTIFICATION**

The Bidder warrants and represents that neither the Bidder, any of its employees or its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

The person executing this certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understand that the provisions of 31 U.S.C. Sections 3801 Et Seq are applicable thereto.

BIDDER NAME

BY: _____
Signature

TITLE: _____

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

CERTIFICATE NUMBER SIX
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
2. I further attest that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and,
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Bidder shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and,
 - (c) that the Bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - (d) The undersigned acknowledges that this certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 2009.

Affiant's signature

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award

number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award, loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(Substitute Form SF-LLL)

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name & Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in #4 is Subawardee, Enter Name & Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name & Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (including address if different from #10a; last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): <input type="checkbox"/> actual <input type="checkbox"/> planned \$ _____</p> <p>12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: _____ nature: _____ value: _____</p>	<p>13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____</p>	

14. Brief description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s), or Member(s) contacted for Payment indicated in Item 11:

(attach continuation sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16.

Signature: _____

Print

Name: _____

Title: _____

Telephone No.: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET
(Substitute Form SF-LLL-A)

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