

**ARKANSAS STATE HIGHWAY COMMISSION
LITTLE ROCK, ARKANSAS
AHTD-EQUIPMENT AND PROCUREMENT DIVISION**

BID SHEET

Contract No.: H-17-330H

BIDDER: _____

1. **1** – Asphalt Melting Kettle, Double Boiler Type for Rubberized Asphalt,
to meet AHTD Spec. **17-310-177**.

FOB: 1 ea. - AHTD – District 7 Headquarters, 2245 California Avenue, Camden, AR 71701

Bid Price (Do not include any Local, State or Federal Taxes)

Asphalt Kettle proposed as meeting specifications:

Make _____ Model _____ Warranty _____ Each \$ _____

Guaranteed Delivery Date _____

Additional Units may be purchased at the same pricing and
conditions through _____
(Date)

BID TOTAL \$ _____

STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas State Highway and Transportation Department (AHTD).
2. **ACCEPTANCE AND REJECTION:** 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.
3. **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.
4. **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. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. 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). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. 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.
5. **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.
6. **"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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission through the AHTD complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the AHTD does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the AHTD's programs and activities, as well as the hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the AHTD's nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ahtd.ar.gov. Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify online at <https://www.ark.org/dfa/immigrant/index.php>.
18. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

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 thus 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 two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

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 understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME

BY: _____

Signature

TITLE: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

TAXPAYER ID NAME: _____ Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS)*

Indicate below If any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature _____	Title _____	Date _____
Vendor Contact Person _____	Title _____	Phone No. _____

Agency Use Only				
Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____	Contract or Grant No. _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 17-310-177

FOR

DOUBLE BOILER ASPHALT MELTING KETTLE

A. General Conditions:

1. **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.
2. **Literature:** Manufacturers literature, verifying adherence of proposed unit to each line item addressed in this specification, shall be submitted with the bid. If any literature and/or specifications of items conflict with AHTD specifications, the conflict(s) shall be specifically noted, corrected and submitted with the bid.
3. Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by the Arkansas State Highway and Transportation Department that deviations will be acceptable.
4. **Manuals:** The successful bidder shall furnish one (1) Operator's Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book to each FOB point.

The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD, DVD, USB Drive, etc.) in lieu of printed manuals.
5. **Training:** Factory trained personnel shall instruct AHTD personnel in the operation and maintenance of units furnished under this specification.
6. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery.
7. All parts, accessories and tools necessary for satisfactory operation of unit shall be furnished whether or not they are specifically mentioned in this specification (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications - unless specifically excluded by this specification).
8. **Parts Inventory & Service Facilities:** The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
9. **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.
10. **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.

B. Unit Specifications:

1. General: This specification is intended to cover a 230 gallon minimum double boiler type asphalt melting kettle designed to safely melt, agitate and apply all common petroleum based crack and joint sealing materials which require indirect heating. Unit shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant. Melting kettle shall be mounted on a trailer with dual independent rubber torsional suspension. Shall be capable of starting at ambient temperature and bringing the sealant material up to application temperature in one (1) hour or less.
2. Melting Kettle: Shall have a minimum liquid capacity of 230 gallons. Shall be of double boiler oil jacketed design with the outer tank insulated by no less than 1-1/2" of fiberglass, mineral fiber, ceramic, or material with equal insulating quality. Kettle shall be heated indirectly by an oil chamber with a minimum capacity of 30 gallons but no more than 60 gallons capacity. The material tank and oil jacket shall be constructed of no less than 7 gauge steel. Shall have no less than two (2) temperature gauges with a minimum range of 150° F to 500° F to monitor the temperature of the material and the heating oil. (A digital readout for temperature of the material and the heating oil may be used in lieu of temperature gauges.) Tank shall also be equipped with a 2" minimum draw-off valve.
3. Agitation: The sealant material shall be mixed by a bi-directional, hydraulic motor driven vertical agitator with two (2) horizontal paddles with vertical risers on the ends.
4. Expansion Tank: An expansion tank shall be provided to allow for heat transfer oil expansion, to minimize oil oxidation, and to prevent moisture condensation from entering the oil reservoir.
5. Conveyor: Unit shall be equipped with an electric or hydraulic powered material transfer conveyor which runs from a splash resistant loading tower, forward to the back of the tow vehicle. The conveyor shall have a minimum 12" belt that is capable of withstanding temperatures up to 500 degrees and handling a minimum of 8 material blocks simultaneously. Conveyor assembly shall be equipped with squaring rods and heavy duty bearings. An operator control shall be located on the loading end of the conveyor with a momentary "ON" switch, emergency stop button and a forward/reverse switch. A second operator control shall be located on the curb side of the machine and have a momentary "ON" switch and a master on/off switch.
6. Loading Hatches: An opening with a weather tight splash proof door shall be located at the top of the material tank providing access for manual loading of material blocks. A second opening containing a splash resistant loading tower that integrates with the conveyor system shall be located at the top of the material tank. The splash resistant loading tower shall have a door that automatically opens and closes as material blocks pass through to enter the tank. The splash resistant loading tower shall have a weather tight lid that can be secured when the unit is not in use. Each opening shall be of sufficient size to allow material blocks to pass through unobstructed.
7. Material Pump: Shall be gear type pump located in a heated enclosure. The pump shall be driven by a hydraulic motor and be capable of running in either direction to permit cleaning of the application hose and related plumbing. Pumping of material shall be controlled by a trigger switch on the wand allowing sealant material to be pumped on demand without in-line pressure. The sealant delivery hose, wand, etc. shall be pressurized only when the operator chooses to extrude material.
8. Sealant Hose and Applicator Wand: Unit shall be equipped with an electrically heated sealant hose which is specifically manufactured for handling liquid asphalt products up to no less than 400° F. Hose shall have an inside diameter of no less than 3/4" and have a minimum length of 18'. Hose shall be Teflon lined and insulated to prevent hot material from leaking out. The hose temperature shall be controlled with a temperature control unit which adjusts to allow temperature control up to no less than 400° F. The applicator wand shall be constructed of steel or aluminum with sufficient strength to stand up to normal day-to-day operation and be actuated with a trigger switch to control material flow. The connection between the wand and hose shall be through a 360° swivel.
9. Hose Support: The hose assembly shall be supported by a swivel boom located at rear area of unit. Boom shall have a minimum nominal length of 6'.
10. Heating System: The heat transfer oil shall be heated by a forced air diesel fired burner rated at no less than 290,000 BTU. The burner shall have an electric spark igniter and be equipped with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. Shall have thermostatic control(s) that automatically regulate hot oil and material temperatures. The thermostats shall adjust to allow temperature control up to 425° F.
11. Engine: Liquid cooled diesel developing a minimum of 40 horsepower at rated RPM. Shall be equipped with 12 volt electrical system and include starter, alternator, ammeter or charge indicator and battery. Shall have approved type air cleaner, oil filter, fuel filter(s), muffler, electric engine hour meter and all necessary gauges or indicators including oil pressure and water temperature. Shall be equipped with an automatic engine shutdown system which senses low oil pressure or high coolant temperature. Cooling system shall have anti-freeze protection to -20° F, or lower. To provide

vandalism and weather protection, the engine shall be located in a lockable enclosure. The battery shall also have a lockable cover if it is not located inside the engine enclosure.

12. Fuel Tank: Fuel tank shall be of sufficient capacity to operate the engine and burner for a minimum of eight (8) hours.
13. Air Compressor: The unit shall be equipped with a rotary screw or rotary vane type air compressor with a minimum rated delivery of 70 cubic feet of free air per minute at no less 100 psi. The compressor may be hydraulically driven or belt driven from the engine. Shall include no less than 50' of 1/2" minimum diameter air hose mounted on a self-rewinding hose reel. A cold air lance shall also be provided.
14. Trailer: Shall be mounted on a four (4) wheel dual axle trailer equipped with independent rubber torsional suspension and a minimum load carrying capacity of 3,500 pounds per axle.
 - a. Frame: Side rails shall be constructed of one of the following and shall include adequate cross braces.
 - Steel channel with minimum dimensions of 5" depth, 5/16" web thickness with no less than 1.75" flange width.
 - Steel tubing with minimum dimensions of 2" x 6" x 3/16".
 - Or structural shape and size of equal strength.
 - b. Tongue: Tongue shall be equipped with a towing hitch which is adjustable in height to permit towing with a wide range of towing vehicles. The towing hitch shall be bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. Unit shall be equipped with a 2-5/16" ball type hitch. In addition, a 3" pintle eye hitch shall be furnished so that unit can be converted for use with a towing vehicle equipped with a pintle hook.
 - c. Wheels & Tires: Shall have steel disc wheels no less than 15" in diameter equipped with no less than ST205/75R15 radial tires of adequate load range to handle loaded unit at highway speeds.
 - d. Spare Wheel & Tire: A spare wheel and tire shall be provided with each unit delivered.
 - e. Surge Brakes: Shall be equipped with surge type hydraulic brakes on all wheels.
 - f. Lights: Shall be equipped with combination stop, tail and turn signal lights and reflectors to meet DOT and ICC regulations, and be complete with six pole round trailer connector including plug for trailer and receptacle for towing vehicle.
 - g. Additional Equipment: Shall have steel fenders, tongue jack with a minimum capacity of 5,000 pounds, and safety chains with hooks.
15. Safety Equipment: A fire extinguisher (10 pounds, minimum), bracket mounted, fully charged, and suitable for use with the unit specified above shall be furnished. Bracket and extinguisher shall be mounted so they do not interfere with the operation of the unit, but are easily accessible to the operator.
16. Color: Manufacturer's standard color is acceptable. All items hot to the touch shall be painted red, marked "HOT", or be enclosed.
17. 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.