#### ARKANSAS STATE HIGHWAY COMMISSION ARDOT-EQUIPMENT AND PROCUREMENT DIVISION BID INVITATION

Contract Number:	H-21-2	13R		BID OPENING LOCATION: ARDOT Equipment and	MAIL TO: ARDOT Equipment and	DELIVER TO: ARDOT Equipment and
Bid Opening Date:	August 11, 2020	Time:	11:00 a.m.	Procurement Division 11302 West Baseline Road Little Rock, AR 72209	Procurement Division P.O. Box 2261 Little Rock, AR 72203	Procurement Division 11302 West Baseline Road Little Rock, AR 72209
mail and delivery location	ations until the above-noted	bid opening	date and time, and t	ect to the Standard Bid Conditions o hen publicly opened at the above-not pids and unsigned bids will not be o	ed bid opening location. Bid	
In compliance with th price set opposite eac		to all the Co	nditions thereof, the u	ndersigned offers and agrees to furnis	h any and all items upon whic	h prices are quoted, at the
Company Name:				Name (Type or Print):		
Address:				Title:		
				Phone:	Fax:	
City:	Stat	e:	Zip:	E-Mail:		
Federal Tax ID or S	Social Security No.:				original (not photocopied) and	d in ink.

#### Cab & Chassis

Bid prices shall include any applicable labor cost as well as delivery of all Equipment to ARDOT at the F.O.B. location(s) shown on attached Bid Sheet.

Contract may be renewed or extended upon mutual agreement of the parties, but shall not exceed limitations allowed by Arkansas State Procurement Law.

All bidders should complete and return the Eligible Bidder Certification (Attachment A) and Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18) and Restriction of Boycott of Israel Certification issued with this bid. A current copy of the DFA Illegal Immigrant Contractor Disclosure Certification (see Page 1 of Standard Bid Conditions – Item 17) should also be submitted with bid. These forms are kept on file and remain current for one year from date of submission. Forms do not need to be submitted again, during that time, unless there is a status change.

#### Literature Submittals – Item A2 of Bid Specifications shall supersede Item #11 of Standard Bid Conditions.

**Bid Bond** in the amount of \$1,000 required of all bidders at time of bid opening or bid will be rejected. <u>Personal and company checks are not acceptable as Bid Bonds.</u> See Condition 4 on page 1 of Standard Bid Conditions. **Performance Bond** in the amount of 5% of the total awarded to the respective bidders must be furnished within 10 days after receipt of notice of intent to award as a guarantee of delivery in accordance with the specifications and within the time established in the bid. <u>Personal and company checks are not acceptable as Performance Bonds</u>. See Condition 4 on page 1 of Standard Bid Conditions.

Bidder shall specify guaranteed delivery date for all vehicles/equipment in the space provided under each item number for which a price is being submitted. Successful bidder shall furnish Warranty Data for each vehicle/equipment delivered. The Warranty Data shall contain all necessary information such as motor and/or serial numbers and shall be signed by the selling dealer at the time vehicle/equipment is delivered to the Department of Transportation. Certificate of Origin, Federal Excise Tax Exemption Certificates, Odometer Disclosure Statement and five (5) copies of the Invoice for each vehicle/equipment to be furnished to Equipment & Procurement Division, P.O. Box 2261, Little Rock, AR 72203.

The successful bidder will be required to complete delivery within 180 days after award.

Bids and Specifications are available on-line by going to the ARDOT Web Site – <u>www.ardot.go</u>v and clicking on "Commodities and Services Bids/Contracts Information". Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.

## ARKANSAS STATE HIGHWAY COMMISSION ARDOT-EQUIPMENT AND PROCUREMENT DIVISION

# **BID SHEET**

act No.: H-21-213R	<b>BIDDER:</b>	
<b>1</b> - Cab & Chassis, 33,00	00# GVWR, Diesel, Automatic Tra	nsmission, to meet ARDOT Spec. 20-98-057.
FOB: 1 ea. ARDOT – D	vistrict 7 Headquarters, 2245 Califo	rnia Avenue, Camden, AR 71701
Bid Price (Do not includ	e any Local, State or Federal Taxe	s) Each \$
Total for <b>1</b> Cab & Chass	is	\$
Cab & Chassis propose	ed as meeting specifications:	
Make	Model	_Warranty
Guaranteed Delivery Da	te	
·		
to meet ARDOT Spe	ec. 20-152-057.	
	•	
Total for 3 Cab & Chass	is	\$
Cab & Chassis propose	ed as meeting specifications:	
Make	Model	Warranty
Guaranteed Delivery Da	te	
Additional Units may be	purchased at the same pricing and	
conditions through	(Date)	
	<ul> <li>1 - Cab &amp; Chassis, 33,00</li> <li>FOB: 1 ea. ARDOT – D</li> <li>Bid Price (Do not includ</li> <li>Total for 1 Cab &amp; Chass</li> <li>Cab &amp; Chassis propose</li> <li>Make</li> <li>Guaranteed Delivery Da</li> <li>Additional Units may be conditions through</li> <li>3 - Cab &amp; Chassis, 33,0 to meet ARDOT Spector</li> <li>FOB: 3 ea. ARDOT – E</li> <li>Bid Price (Do not includ)</li> <li>Total for 3 Cab &amp; Chassis</li> <li>Cab &amp; Chassis propose</li> <li>Make</li> <li>Guaranteed Delivery Da</li> </ul>	<ul> <li>1 - Cab &amp; Chassis, 33,000# GVWR, Diesel, Automatic Tra FOB: 1 ea. ARDOT – District 7 Headquarters, 2245 Califo Bid Price (Do not include any Local, State or Federal Taxe: Total for 1 Cab &amp; Chassis</li> <li>Cab &amp; Chassis proposed as meeting specifications: Make Model</li></ul>

### **ARKANSAS STATE HIGHWAY COMMISSION**

# **ARDOT - 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 Department of Transportation (ARDOT).
- 2. ACCEPTANCE AND REJECTION: ARDOT 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.
- BID BONDS AND PERFORMANCE BONDS: If required, a Bid Bond in the form of a cashier's check, certified check, or 4 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 ARDOT 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 that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. 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 ARDOT 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 ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT 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 ARDOT.
- 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 ARDOT request, and free demonstrations within 30 days, unless ARDOT 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 ARDOT. 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 ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT 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 ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT 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 ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT 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 ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT'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 <u>do not</u> employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify online at <u>https://www.ark.org/dfa/immigrant/index.php</u>.
- 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.

# **ILLEGAL IMMIGRANT CERTIFICATION**

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Bid Number/Contract Number	
AASIS Number	N/A
Description	
Contractor name	

Contractor Signature:	
Signature must be hand written, in ink	

# **RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION**

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503\* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	Arkansas Department of Transportation
Description of product or service	
Contractor name	

Contractor Signature:	Date:
Signature must be hand written, in ink	

"Public Entity" means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

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## 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

ne tollowing l	nformation	may result in a delay in obtaining	; a contract, l	ease, purchase a	agreement, or grant award with any Arkansas State Agency.		
SUBCONTRACT	OR NAME:						
		IS THIS FOR:					
		□ Goods? □	Services?	🗖 Both	?		
		FIRST NAME:			м.і.:		
		CTATE.			COUNTY		
		STATE.		ZIP CODE:	COUNTY.		
						RANT AWARD	
			FOR II	NDIVIDU	ALS*		
•		er, sister, parent, or child of you	or your spo	use is a current	or former: member of the General Assembly, Constitutional Off	icer, State Board or	
Position Held		Name of Position of Job Held	For Ho	w Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	
Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	From MM/YY	To MM/YY	Person's Name(s)	Relation	
applies							
	SUBCONTRACT	SUBCONTRACTOR NAME: DF OBTAINING, E> SAS STATE AGEN( State Employee: Mark ( ✓) Current Former	SUBCONTRACTOR NAME: IS THIS FOR: Goods? FIRST NAME: STATE: STATE: STATE: STATE: STATE AGENCY, THE FOLLOWING INIT our spouse or the brother, sister, parent, or child of you State Employee: Mark ( ) Name of Position of Job Held<br Current Former (senator, representative, name of board/ commission, data entry, etc.) Applies	SUBCONTRACTOR NAME:         IS THIS FOR:         □ Goods?       □ Services?         FIRST NAME:         STATE:         DF OBTAINING, EXTENDING, AMENDING, OR RENE         SAS STATE AGENCY, THE FOLLOWING INFORMATI         FOR IN         our spouse or the brother, sister, parent, or child of you or your spor         State Employee:         Mark ( ✓)       Name of Position of Job Held         Former       (senator, representative, name of board/ commission, data entry, etc.)         MMM/YY       Image: Commission data entry, etc.)         Applies	SUBCONTRACTOR NAME:         Is THIS FOR:         Goods?       Services?         FIRST NAME:         STATE:       ZIP CODE:         OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A COSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST INFORMATION INFORMATION MUST INFORMATICON MUST INFORMATION MUST INFORMATICON MUST INFORMATICON MUST INFORMATICON MUST INFORMATICON MUST INFORMATICON MUST INF	IS THIS FOR: Goods? Services? Both? FRST NAME: M.I.: STATE: ZIP CODE: COUNTY: DF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR G SAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED: FOR INDIVIDUALS* Nur spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Off State Employee: Mark ( ~) Name of Position of Job Held For How Long? What is the person(s) name and how are they related t (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, Current Former (senator, representative, name of From To Person's Name(s) MM/YY MM/YY Person's Name(s)	

# 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 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	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	(senator, representative, name of board/ commission, data entry, etc.)	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

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

### ARKANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATION 20-98-057 <u>FOR</u> <u>CAB AND CHASSIS</u> 33,000 POUNDS GVWR

### A. General Conditions:

- <u>Current Model</u>: Units furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Units manufactured for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned, shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must have been in the business of producing operational units for at least two years and must have recently sold similar units to domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the latest version of a previous model. Bidder(s) will be required to submit documentation substantiating the aforementioned requirements. A list of user references may also be required.
- 2. <u>Literature</u>: 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 ARDOT 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 therefore. Deviations must be explained in detail on an attached sheet. However, no implication is made by the Arkansas Department of Transportation that deviations will be acceptable.
- 4. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
- 5. <u>Manuals</u>: 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.

- 6. 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).
- 7. <u>Parts Inventory & Service Facilities</u>: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
- 8. <u>Demonstration</u>: The Arkansas Department of Transportation 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.
- 9. <u>Delivery Requirements</u>: It will be the responsibility of the Successful Bidder to guarantee delivery of the cab & chassis as specified, including items or equipment installed by a third party contractor, within the quoted time.
- 10. <u>Cooperative Purchasing</u>: 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. <u>General</u>: The purpose of this specification is to provide the Arkansas Department of Transportation with a single axle cab and chassis. This truck will have a van body installed and will be used in the day to day operations of a ARDOT district bridge crew for the purpose of hauling tools and supplies.
- 2. Cab & Chassis:
  - a) <u>GVWR</u>: No less than 33,000 pounds.
  - b) Cab to Axle: Nominal effective CA of no less than 104"
  - c) Axle to End of Frame: Nominal effective AF no less than 80".
  - d) Frame: Section modulus and yield strength of frame material shall provide a minimum RBM of 1,210,000 in/lb.
  - e) Intended Use: 14.5' Morgan body to be installed post-delivery by ARDOT maintenance personnel.
- 3. <u>Tires and Wheels</u>: Seven (7) 11R22.5 steel belted tubeless radials load range "H" minimum. Shall be mounted on 22.5" diameter tubeless type, hub piloted steel disc with 220 mm center hole, 285.75 mm ten (10) hole bolt circle diameter and not less than 8.25" rim section. All tires must have speed restriction that exceeds 65 MPH.
- 4. <u>Engine</u>: Liquid cooled, turbocharged, 4 cycle diesel with a minimum piston displacement of 6.7 liters developing no less than 325 SAE gross horsepower at rated RPM and no less than 750 lb. ft. SAE gross torque. Shall have full flow oil filter(s), fuel filters, dry type air cleaner, 12-volt electrical equipment with no less than 160-amp alternator and maintenance free batteries as regularly furnished with engine specified. Engine shall be equipped with a block heater rated at no less than 1,000 watts which will operate on 120 volts AC.
- 5. <u>Emissions Control</u>: Engine shall meet all current U.S. EPA emission regulations. The engine emission control system shall be programed to allow regeneration to occur even if the truck is being used in an urban or low speed highway applications.
- 6. <u>Cooling System</u>: As recommended and regularly furnished by the manufacturer for use with the engine size and PTO provision specified above with anti-freeze protection to -20° F, or lower.
- 7. <u>Exhaust System</u>: Vertical exhaust stack with curved outlet. Exhaust stack shall be equipped with a heat shield. If the DPF is part of the exhaust stack, the clearance to the box body must be pre-approved. Exhaust system design and/or components shall not hinder the installation of the box body behind the cab.
- 8. <u>Engine Shutdown</u>: Engine safety shutdown system with manual or automatic override to include the following features: Low oil pressure - warning bell/buzzer plus shutdown, high coolant temperature - warning bell/buzzer plus shutdown, low coolant level - warning bell/buzzer plus light or shutdown.
- 9. <u>Throttle Control</u>: Engine shall be equipped with an in-cab throttle control for use with PTO. Shall be electronic control type.
- 10. Fuel Tank: Single or dual fuel tanks with instrument panel fuel gauge. Minimum fuel capacity of 100 gallons.
- 11. <u>Transmission</u>: Allison 3500 RDS automatic with six (6) speed programming and PTO provision. Transmission shall have synthetic lubricant and be equipped with transmission oil cooler.
- 12. <u>Steering</u>: Hydraulic actuated power steering as regularly offered by manufacturer.
- 13. Front Axle: I Beam Type with wet seals, outboard mounted drums and a minimum capacity of 12,000 pounds.
- 14. Front Springs: As required to meet axle capacity specified above.
- 15. <u>Rear Axle</u>: Single speed full-floating type with wet seals, outboard mounted drums and a minimum capacity of 21,000 pounds. Ratio provided shall achieve a maximum theoretical electronic governed speed of no less than 69 MPH and still provide acceptable startability and gradeability under loaded conditions for on/off highway applications.
- 16. <u>Springs</u>: As required to meet GVWR and axle ratings specified above. Rear springs shall consist of both main and auxiliary or overloads.
- 17. <u>Air System</u>: Air compressor shall have a minimum capacity of 13.2 cfm and draw air through the engine air cleaner. Air system shall be equipped with a heated air dryer.
- 18. <u>Brakes</u>: Factory installed full air operated two shoe type with automatic slack adjusters and dust shields on front and rear. Rear brakes shall have spring set parking brakes.

- 19. <u>Trailer Controls</u>: Shall be equipped with trailer brake controls providing electric brake and electrical hookup. Shall include factory installed integrated trailer brake controller. Seven wire electric cable shall be routed to end of frame and shall be equipped with 7-wire receptacle.
- 20. <u>Ground Clearance</u>: Frame mounted components (fuel tanks and fuel tank brackets, DEF tanks, steps, air tank, battery boxes, etc.) shall have a minimum of 11" ground clearance.
- 21. <u>Cab</u>: Conventional cab as regularly furnished by manufacturer, complete with insulation and all interior trim. Cab glass shall include windshield, roll-up windows in doors and rear cab glass as a minimum. Shall have tinted glass on side and rear windows. Shall have key type locks on right and left doors, factory installed fresh air heater-defroster unit, grab handle on each side, right and left sun shades and fitted rubber floor mats. Cab shall be equipped with instruments and options as listed:
  - a) Instruments: Shall include the following instruments at a minimum:
    - (1) Speedometer/odometer
    - (2) Electric tachometer
    - (3) Ammeter or volt meter
    - (4) Oil pressure gauge
    - (5) Coolant temperature gauge
    - (6) Transmission oil temperature gauge or warning light
    - (7) Air brake pressure gauge.
  - b) Air Conditioning: Factory installed air conditioning.
  - c) Tilt Steering Column: Factory installed.
  - d) Windshield Wipers: Dual, electric, intermittent windshield wipers with washers.
  - e) <u>Auxiliary Switches</u>: Shall be equipped with a minimum of six (6) rocker switches mounted in the instrument panel for use by bodybuilder or end user to supply power to work lights, warning lights and other auxiliary electrical devices.
  - f) Seats: Air suspension driver's seat and non-suspension passenger's seat. Shall include driver's and passenger's seat belts.
  - g) Radio: Factory installed electronic AM/FM/WB radio.
  - h) Mirrors: Shall have dual, heated, adjustable, west coast type mirrors no less than 7" x 16" with auxiliary convex mirrors.
  - i) Horns: Single or dual trumpet air horn and an electric city horn.
- 22. Hood: Tilting fiberglass or composite hood and fenders with stationary grill.
- 23. Front Bumper: Swept back or similar type front bumper.
- 24. <u>Lights</u>: Shall be equipped with dual beam headlights, parking lights, clearance lights, automatic backup lights, directional turn signals with column mounted switch and hazard flasher switch. Rear signals to be wired for stop and tail lights in addition to directional signals. Lighting other than headlights shall be LED type bulbs. Headlight lamps shall be as regularly furnished by manufacturer.
- 25. <u>Backup Alarm</u>: Shall be equipped with an electric backup alarm meeting the requirements of SAE J994 with a minimum sound level output of 97 decibels.
- 26. <u>Color</u>: Cab, hood, fenders and wheels shall be Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Grill, bumper and mirrors shall be as regularly furnished by manufacturer.
- 27. <u>Warranty</u>: Cab and chassis shall have truck manufacturer's regular warranty and service as regularly furnished on new vehicles sold to the public. Warranty data shall be furnished with each unit.
  - 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) Warranty repairs are to be performed by any authorized dealership of the manufacturer; however, the Successful Bidder will be ultimately responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.

- d) If any warranty literature submitted with the bid conflicts with ARDOT 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.

#### ARKANSAS DEPARTMENT OF TRANSPORTATION

#### SPECIFICATION 20-152-057 FOR CAB AND CHASSIS 33,000 POUNDS GVWR WITH 14' FLATBED BODY

#### A. General Conditions:

- 1. <u>Current Model</u>: Units furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Units manufactured for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned, shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must have been in the business of producing operational units for at least two years and must have recently sold similar units to domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the latest version of a previous model. Bidder(s) will be required to submit documentation substantiating the aforementioned requirements. A list of user references may also be required.
- 2. <u>Literature</u>: 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 ARDOT 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 therefore. Deviations must be explained in detail on an attached sheet. However, no implication is made by the Arkansas Department of Transportation that deviations will be acceptable.
- 4. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
- 5. <u>Manuals</u>: 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.

- 6. 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).
- 7. <u>Parts Inventory & Service Facilities</u>: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
- 8. <u>Demonstration</u>: The Arkansas Department of Transportation 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.
- 9. <u>Delivery Requirements</u>: It will be the responsibility of the Successful Bidder to guarantee delivery of the cab & chassis as specified, including items or equipment installed by a third party contractor, within the quoted time.
- 10. <u>Cooperative Purchasing</u>: 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. <u>General</u>: The purpose of this specification is to provide the Arkansas Department of Transportation with a single axle cab and chassis with a 14' flatbed body with stake pockets. This unit will be used by ARDOT bridge maintenance crews to haul various materials and equipment for highway maintenance.
- 2. <u>Cab & Chassis</u>:
  - a) <u>GVWR</u>: No less than 33,000 pounds.
  - b) Cab to Axle: Nominal effective CA of no less than 104"
  - c) Frame: Section modulus and yield strength of frame material shall provide a minimum RBM of 1,210,000 in/lb.
  - d) Intended Use: 14' flatbed body.
- <u>Tires and Wheels</u>: Seven (7) 11R22.5 steel belted tubeless radials load range "H" minimum. Shall be mounted on 22.5" diameter tubeless type, hub piloted steel disc with 220 mm center hole, 285.75 mm ten (10) hole bolt circle diameter and not less than 8.25" rim section. All tires must have speed restriction that exceeds 65 MPH.
- 4. Engine: Liquid cooled, turbocharged, 4 cycle diesel with a minimum piston displacement of 6.7 liters developing no less than 325 SAE gross horsepower at rated RPM and no less than 750 lb. ft. SAE gross torque. Shall have full flow oil filter(s), fuel filters, dry type air cleaner, 12-volt electrical equipment with no less than 160-amp alternator and maintenance free batteries as regularly furnished with engine specified. Engine shall be equipped with a block heater rated at no less than 1,000 watts which will operate on 120 volts AC.
- 5. <u>Emissions Control</u>: Engine shall meet all current U.S. EPA emission regulations. The engine emission control system shall be programed to allow regeneration to occur even if the truck is being used in an urban or low speed highway applications.
- 6. <u>Cooling System</u>: As recommended and regularly furnished by the manufacturer for use with the engine size and PTO provision specified above with anti-freeze protection to -20° F, or lower.
- 7. <u>Exhaust System</u>: Vertical exhaust stack with curved outlet. Exhaust stack shall be equipped with a heat shield. Exhaust system design and/or components shall not hinder the installation of the flatbed body behind the cab.
- 8. <u>Engine Shutdown</u>: Engine safety shutdown system with manual or automatic override to include the following features: Low oil pressure - warning bell/buzzer plus shutdown, high coolant temperature - warning bell/buzzer plus shutdown, low coolant level - warning bell/buzzer plus light or shutdown.
- 9. <u>Throttle Control</u>: Engine shall be equipped with an in-cab throttle control for use with PTO. Shall be electronic control type.
- 10. Fuel Tank: Single or dual fuel tanks with instrument panel fuel gauge. Minimum fuel capacity of 100 gallons.
- 11. <u>Transmission</u>: Allison 3500 RDS automatic with six (6) speed programming and PTO provision. Transmission shall have synthetic lubricant and be equipped with transmission oil cooler.
- 12. Steering: Hydraulic actuated power steering as regularly offered by manufacturer.
- 13. Front Axle: I Beam Type with wet seals, outboard mounted drums and a minimum capacity of 12,000 pounds.
- 14. Front Springs: As required to meet axle capacity specified above.
- 15. <u>Rear Axle</u>: Single speed full-floating type with wet seals, outboard mounted drums and a minimum capacity of 21,000 pounds. Ratio provided shall achieve a maximum theoretical electronic governed speed of no less than 69 MPH and still provide acceptable startability and gradeability under loaded conditions for on/off highway applications.
- 16. <u>Springs</u>: As required to meet GVWR and axle ratings specified above. Rear springs shall consist of both main and auxiliary or overloads.
- 17. <u>Air System</u>: Air compressor shall have a minimum capacity of 13.2 cfm and draw air through the engine air cleaner. Air system shall be equipped with a heated air dryer.
- 18. <u>Brakes</u>: Factory installed full air operated two shoe type with automatic slack adjusters and dust shields on front and rear. Rear brakes shall have spring set parking brakes.
- 19. <u>Trailer Controls</u>: Shall be equipped with trailer brake controls providing electric brake and electrical hookup. Shall include factory installed integrated trailer brake controller. Seven wire electric cable shall be routed to end of frame and shall be equipped with 7-wire receptacle.

- 20. <u>Ground Clearance</u>: Frame mounted components (fuel tanks and fuel tank brackets, DEF tanks, steps, air tank, battery boxes, etc.) shall have a minimum of 11" ground clearance.
- 21. <u>Cab</u>: Conventional cab as regularly furnished by manufacturer, complete with insulation and all interior trim. Cab glass shall include windshield, roll-up windows in doors and rear cab glass as a minimum. Shall have tinted glass on side and rear windows. Shall have key type locks on right and left doors, factory installed fresh air heater-defroster unit, grab handle on each side, right and left sun shades and fitted rubber floor mats. Cab shall be equipped with instruments and options as listed:
  - a) Instruments: Shall include the following factory installed instruments at a minimum:
    - (1) Speedometer/odometer
    - (2) Electric tachometer
    - (3) Ammeter or volt meter
    - (4) Oil pressure gauge
    - (5) Coolant temperature gauge
    - (6) Transmission oil temperature gauge or warning light
    - (7) Air brake pressure gauge.
  - b) Air Conditioning: Factory installed air conditioning.
  - c) Tilt Steering Column: Factory installed.
  - d) <u>Windshield Wipers</u>: Dual electric intermittent windshield wipers with washers.
  - e) <u>Auxiliary Switches</u>: Shall be equipped with a minimum of six (6) rocker switches mounted in the instrument panel for use by bodybuilder or end user to supply power to work lights, warning lights and other auxiliary electrical devices.
  - f) Seats: Air suspension driver's seat and non-suspension passenger's seat. Shall include driver's and passenger's seat belts.
  - g) Radio: Factory installed electronic AM/FM/WB radio.
  - h) Mirrors: Dual, heated, adjustable, west coast type mirrors no less than 7" x 16" with auxiliary convex mirrors.
  - i) Horns: Shall have a single or dual trumpet air horn and an electric city horn.
- 22. Hood: Tilting fiberglass or composite hood and fenders with stationary grill.
- 23. Front Bumper: Swept back or similar type front bumper.
- 24. <u>Lights</u>: Shall be equipped with dual beam headlights, parking lights, clearance lights, automatic backup lights, directional turn signals with column mounted switch and hazard flasher switch. Rear signals to be wired for stop and tail lights in addition to directional signals. Lighting other than headlights shall be LED type bulbs. Headlight lamps shall be as regularly furnished by manufacturer.
- 25. <u>Backup Alarm</u>: Shall be equipped with an electric backup alarm meeting the requirements of SAE J994 with a minimum sound level output of 97 decibels.
- 26. <u>Color</u>: Cab, hood, fenders and wheels shall be Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Grill, bumper and mirrors shall be as regularly furnished by manufacturer.
- 27. <u>14' Flatbed Body</u>: Truck shall be equipped with a 14' flatbed body fully installed and operational at time of delivery. Bed shall meet the following requirements:
  - a) <u>Floor:</u> Shall be no less than 96" wide outside and no less than 168" long. Shall be constructed of no less than 3/16" steel tread plate.
  - b) <u>Understructure</u>: Cross members shall be no less than 4" steel channel or structural shape of equal strength, spaced on not more than 18" centers. Longitudinal members to be no less than 5" steel channel, or structural shape of equal strength. Each cross member shall be securely welded to each longitudinal member with triangular gussets. Cross members shall be welded to floor and side rails. Side rails shall be no less than 4" channel, or structural shape of equal strength.
  - c) Stake Pockets: Minimum of seven (7) on each side and four (4) at rear.
  - d) <u>Front Bulkhead:</u> Shall have a bulkhead at front of bed designed to protect rear of cab. Bulkhead shall be a slightly taller than cab height and be constructed of no less than 12 USS gauge steel. Shall be approximately cab width to slightly wider

than the cab. Bulkhead shall have an opening covered with expanded metal to offer rear visibility. Nominal height and width of the bulkhead opening shall correspond with the size and location of the rear cab window of the cab and chassis.

- e) Mud Flaps: No less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.
- f) <u>Lights and Reflectors</u>: Sides and corners to have all necessary lights and reflectors to meet current DOT regulations. Side marker and clearance lights shall be recessed, rubber mounted, snap in lights, with reflector type lens and plug in connectors. All bed lighting shall be LED type bulbs.
- g) <u>Rear Bumper:</u> Heavy duty rear bumper meeting DOT specifications.
- h) Color: Shall be primed and painted Sherwin Williams F1B-4009 gloss black enamel or equivalent.
- 28. <u>Warranty</u>: Cab and chassis shall have truck manufacturer's regular warranty and service as regularly furnished on new vehicles sold to the public. Warranty data shall be furnished with each unit. The flat bed body furnished under this specification shall be warranted against defective material and workmanship for a minimum period of twelve (12) months (365 days) from the date unit is placed in service by ARDOT.
  - 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) Warranty repairs are to be performed by any authorized dealership of the manufacturer; however, the Successful Bidder will be ultimately responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.
  - d) If any warranty literature submitted with the bid conflicts with ARDOT 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.