

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

Contract Number: H-21-225R

<b>BID OPENING LOCATION:</b> ARDOT Equipment and Procurement Division 11302 West Baseline Road Little Rock, AR 72209	<b>MAIL TO:</b> ARDOT Equipment and Procurement Division P.O. Box 2261 Little Rock, AR 72203	<b>DELIVER TO:</b> ARDOT Equipment and Procurement Division 11302 West Baseline Road Little Rock, AR 72209
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Bid Opening Date: September 22, 2020 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Standard Bid Conditions of this Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

**Signature:** \_\_\_\_\_

Signature must be legible, original (not photocopied) and in ink.  
Unsigned bids will be rejected.

**Special Purpose Vehicle with Police Package**

Bid prices shall include any applicable labor cost as well as delivery of all **Vehicles** 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. **Personal and company checks are not acceptable as Bid Bonds.** 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. **Personal and company checks are not acceptable as Performance Bonds.** See Condition 4 on page 1 of Standard Bid Conditions. **Bid Invitation number should be clearly displayed on the sealed bid envelope or package.**

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 **120** days after award.

Bids and Specifications are available on-line by going to the ARDOT Web Site – [www.ardot.gov](http://www.ardot.gov) 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**

**Contract No.: H-21-225R**

**BIDDER:** \_\_\_\_\_

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1. **20** – Police Pursuit Utility Vehicle, 4WD, to meet **ARDOT Spec. 21-7-008**.

FOB: **20 ea. ARDOT – Equipment & Procurement, 11302 West Baseline Rd., Little Rock, AR 72209**

Bid Price (Do not include any Local, State or Federal Taxes) Each \$ \_\_\_\_\_

Total for **20** Police Pursuit Utility Vehicles \$ \_\_\_\_\_

**Special Purpose Vehicle with Police Package proposed as meeting specifications:**

Make \_\_\_\_\_ Model \_\_\_\_\_ Warranty \_\_\_\_\_

Guaranteed Delivery Date \_\_\_\_\_

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

## 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.
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 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. Received 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](mailto: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.

# 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	
<b>Contractor name</b>	

Contractor Signature: \_\_\_\_\_  
Signature must be hand written, in ink

Date: \_\_\_\_\_

# 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	
<b>Contractor name</b>	

Contractor Signature: \_\_\_\_\_  
Signature must be hand written, in ink

Date: \_\_\_\_\_

“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.

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 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 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 DEPARTMENT OF TRANSPORTATION**

**SPECIFICATION 21-7-008**

**FOR**

**POLICE PURSUIT VEHICLE**  
**FOUR DOOR, 4-WHEEL DRIVE, SUV**

**A. General Specifications:**

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. 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. 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 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 the vehicle 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. 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. 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).
6. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
7. Demonstration: 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.
8. Delivery Requirements: It will be the responsibility of the successful bidder to guarantee delivery of the vehicle as specified, including items or equipment installed by a third party contractor, within the quoted time.
9. 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 Arkansas Department of Transportation 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 police pursuit, four-wheel drive, four-door (SUV) utility vehicle. Vehicle must be evaluated with published results as a pursuit vehicle in the latest Michigan State Police or Los Angeles County Sheriff's Vehicle Evaluation Program. Vehicle furnished must be a current model built for the U.S. market and be designated by the manufacturer as a (PPV) Police Pursuit Vehicle. Substitutions will not be allowed. Vehicle must meet the following specifications at a minimum.
2. GVWR: No less than 7,400 pounds.
3. Payload: No less than 1,600 pounds.
4. Trailer Capacity: No less than 6,000 pounds.
5. Speed Rating: Shall have a projected forward pursuit speed rating of 124 miles per hour, and a projected reverse speed rating of 23 miles per hour, without additional equipment installed.
6. Wheelbase: No less than 120.9 inches, no more than 121.1 inches
7. Body: Four (4) door design and classified by the U.S. EPA as a standard SUV 4WD.
8. Frame: Fully boxed steel frame with high strength, steel roll formed, hydro formed and stamped rails.
9. Engine: Shall be of a naturally aspirated V-8 design with a minimum piston displacement of 5.3 liters. Shall be equipped with a high capacity dry type air cleaner, air filtration monitor system, full flow oil filter and fuel filter. Shall be equipped with a single system, single outlet exhaust.
10. Engine Cooling: Shall be equipped with a heavy duty high capacity radiator with electric fans and extended life coolant with freeze protection to -20° F minimum.
11. Charging System: Shall have primary and auxiliary 12-Volt maintenance free batteries with a 900 CCA primary and a 750 CCA auxiliary battery at minimum. Shall have a 250-amp alternator with a relay system to connect auxiliary battery to charging system. Shall have battery run down protection vehicle programming.
12. Fuel: Engine's primary fuel shall be regular gasoline rated at 87 octane minimum. Shall have a minimum fuel tank capacity of 24 gallons
13. Engine Oil Cooler: Shall be equipped with an engine oil cooler located in engine radiator assembly tank.
14. Transmission: Shall be equipped with a ten (10) speed automatic with gear ratios that work to improve both fuel economy and acceleration. Shall be of an electronic shift design with high performance programming.
15. Transmission Oil Cooler: Shall be equipped with an oil-to-air heat exchanger type oil cooler located in front of the engine radiator.
16. Suspension: Shall have a police rated, heavy duty, full independent suspension with mono-tube dampers and linear coil springs. Shall have heavy duty aluminum front underbody skid plates protecting front underbody components and engine oil pan. Front fascia shall have a minimum approach angle of 31.6 degrees and a vehicle rear departure angle of 18.1 degrees at minimum.
17. Steering: Shall have electric power steering consisting of a rack-and-pinion steering gear assisted by an electronically controlled power steering motor and drive assembly. Steering gear shall be connected to the steering wheel system.
18. Front Differential: Shall be equipped with a front differential and independent suspension system as regularly offered by manufacturer for police service four-wheel drive vehicles. Shall have a transfer case with the ability to engage and disengage front differential while vehicle is in motion. Shall have an electronic control switch easily accessible to the driver.
19. Rear Differential: Shall be equipped with a performance optimized, heavy duty, clutch type limited slip differential with a 3.23 axle ratio.
20. Brakes: Shall have power front and rear hydraulic disc brakes with an anti-lock (ABS) system. System shall be police specific with six (6) piston fixed front calipers on 410mm rotors, and rear single piston sliding calipers on 345mm rotors. Parking brake shall be as regularly furnished by manufacturer.
21. Wheels/Tires: Shall be equipped with four (4) pursuit and V-rated, all season, 275/55/R20 tires mounted on 20"x9" black steel wheels with a bolt on aluminum center cap. Shall have one (1) full size 275/55/R20 matching spare tire/wheel mounted in under-frame spare tire compartment. Shall include mechanical jack and all required tools needed to change out spare tire.

22. Lighting: Dual beam headlights, parking lights, self-canceling directional turn signals with hazard flasher switch, back up lights and side marker lights. Rear lights to consist of stop and tail lights in addition to directional signals. All lighting shall be as regularly furnished by manufacturer. Shall have head lamp and tail lamp emergency flasher system with calibration ability.
23. Spot Lamp: Shall have left (driver) side, factory installed, independently fused LED spot lamp.
24. Cab & Interior: Shall be complete with insulation and all standard interior trim, dual electric intermittent windshield wipers with washers, dual note horn, and factory installed electronic AM/FM radio. Shall have vinyl floor covering including rear cargo area. Shall have right and left sun visors, power windows, remote keyless entry, inside rear view mirror, and right and left side exterior mirrors as regularly offered by manufacturer. Exterior mirrors shall be heated and power-adjustable. Shall be equipped with factory installed tilt steering wheel, cruise control, and rear window defrost. Shall have full analog instrumentation as regularly furnished by manufacturer with a 140 mile per hour certified speedometer. Vehicle shall be equipped with driver and passenger air bags and crash curtains as regularly offered by manufacturer.
25. Hands Free Communication: Shall have factory installed Bluetooth with the ability to connect a cellular phone to the vehicles audio system for hands-free voice communication.
26. Special Service Switches/Locks: Rear window control switches and door lock switches shall be inoperative, with windows and locks operated from driver's position only. Interior rear door handles shall be inoperative, with doors being opened from exterior handles only. Door courtesy lighting shall have the ability to be disabled. Shall have surveillance mode lighting that shuts off all automatic lighting when activated. Shall have programming for a protected idle which will allow engine to remain idling and vehicle immobilized while key and or key FOB is outside of vehicle.
27. Rear View Camera: Shall be equipped with a factory installed rear view camera system with a display conveniently located to the driver. Vehicle shall have a rear parking assist feature.
28. Air Conditioning: Shall have factory installed front and rear air conditioning and heating system.
29. Interior Lighting: Shall have red and white auxiliary dome lighting mounted on headliner between first and second row seating.
30. Cab Glass: Manufacturers regularly furnished safety glass. All windows excluding windshield shall be deep tinted.
31. Seating: Front seating shall be 40/40 individual style cloth seats with deleted console. Second row rear seating shall be a vinyl, 60/40 split, folding bench seat. Third row seating shall be deleted. All seating shall have seat belts as regularly furnished by manufacturer.
32. Additional Key FOBS: A minimum of four (4) key FOBS and four (4) mechanical keys shall be provided in addition to manufacturer's regularly furnished FOBS. Key FOBS shall provide the following functions at a minimum: lock doors, unlock doors and ignition activation.
33. Exterior Accessories: Shall have molded black body mounted splash guards for all four (4) wheels. Shall have full length foot step-boards extending thru front and rear door areas. Exterior top luggage rack side rails shall be deleted.
34. Trailer Equipment: Shall have a factory installed SAE class IV receiver trailer hitch meeting vehicle GVWR requirements for payload capacity. Shall have a 7-wire harness with independently fused trailer circuits. Removable receiver hitch shall be 2 inch.
35. Electrical Wiring: Shall have emergency lighting wiring provision for outside mirrors and cargo side mirrors. Additional ground wires shall be added to body for radio suppression. Wiring provisions for grille lamps and siren shall be provided with provision for horn transfer loop siren circuit. Shall have a 100-amp power supply wired from auxiliary battery located in rear electrical center, and a 120-amp power supply with four (4) thirty amp circuits wired from primary battery located in passenger compartment harness. Shall have an additional 50-amp auxiliary battery power supply located in passenger compartment harness. Shall have two (2) 120-volt power outlets. One (1) harness located at front seating area, and one (1) outlet located in rear cargo area. Shall have a 12-volt front auxiliary power outlet located in center stack of instrument panel.
36. Color: Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Front bumper, rear bumper, grill, mirrors, wheels and hubcaps as regularly furnished by manufacturer. Interior and seating color shall be color keyed to exterior and as regularly furnished by manufacturer. Dealership and other vendor advertisement badges and/or decals are not acceptable, and shall not be installed.
37. Fleet Free Maintenance Credit: In lieu of free oil changes and tire rotations, credit shall be applied to invoice as a line item.

38. Satellite Tracking/Radio Delete: Satellite tracking and owner convenience features shall be deleted. 4G LTE internet systems shall be deleted. SiriusXM radio shall be deleted.
39. Warranty: Vehicle shall have manufacturer's regular warranty. Warranty Data shall be furnished with each unit. 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 is delivered to the Highway Department.
- a) The vehicle and other incidental equipment purchased under this specification shall be warranted against defective material and workmanship for a minimum period of twelve (12) months (365 Days) from date unit is placed in operation by ARDOT. In addition, the manufacturer's advertised standard warranty period on vehicle components that exceeds the 12 months' warranty shall remain in effect.
  - b) 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.