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

Jontract			BID OPENING LOCATION:	WAIL TO:	DELIVER 10:
Number:	H-21-233R		ARDOT Equipment and	ARDOT Equipment and	ARDOT Equipment and
Bid Openina Date:	December 22, 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
Sealed bids for furn mail and delivery loo	ishing the commodities and/or services de cations until the above-noted bid opening or chments when appropriate, or bids will	escribed below, subject date and time, and the	en publicly opened at the above-not	ed bid opening location. Bid	ceived at the above-noted
n compliance with t orice set opposite ea	his Bid Invitation and subject to all the Conc ch item.	ditions thereof, the und	dersigned offers and agrees to furnish	n any and all items upon which	h prices are quoted, at the
Company Name:			Name (Type or Print):_		
Address:			Title:		
			Phone:	Fax:	
City:	State:	Zip:	E-Mail:		
Federal Tax ID or	Social Security No.:			original (not photocopied) an	d in ink.

Snowplows

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. **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 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

Contract No.: H-21-233R BIDDER: 1. 5 – Snowplows, 10' Reversible for Truck Mounting with Central Hydraulics, without Truck Hitch, to meet ARDOT Spec. 21-433-mm009. FOB: 5 ea. ARDOT – District 8 Headquarters, 372 Aspen Lane, Russellville, AR 72811 Bid Price (Do not include any Local, State or Federal Taxes) Each \$_____ \$ Total for **5** Snowplows Snowplows proposed as meeting specifications: Make _____ Model ____ Warranty ____ Guaranteed Delivery Date Additional Units may be purchased at the same pricing and conditions through _____ (Date) 2. 4 – Snowplows, 10' Reversible for Truck Mounting, with Central Hydraulics, to meet ARDOT Spec. 21-432-mm009. FOB: 4 ea. ARDOT – District 9 Headquarters, 4590 Highway 65, Harrison, AR 72602 Bid Price (Do not include any Local, State or Federal Taxes) Each \$ ____ \$_____ Total for 4 Snowplows Snowplows proposed as meeting specifications: Make _____ Model ____ Warranty ____ Guaranteed Delivery Date _____

Additional Units may be purchased at the same pricing and

(Date)

conditions through _____

ARKANSAS STATE HIGHWAY COMMISSION ARDOT-EQUIPMENT AND PROCUREMENT DIVISION

BID SHEET

Contract No.: H-21-233R	BIDI	DER:	
3. 1 – Snowplow, 12' Reve to meet ARDOT Spe	ersible for Truck Mounting wec. 21-435-mm009.	vith Central Hydraulics,	
FOB: 1 ea. ARDOT – D	District 8 Headquarters, 372 A	Aspen Lane, Russellville, AR 72811	
Bid Price (Do not includ	e any Local, State or Federal	1 Taxes) Each \$	_
Total for 1 Snowplow		\$	
Snowplow proposed as	meeting specifications:		
Make	Model	Warranty	
Guaranteed Delivery Da	te		
Additional Units may be	purchased at the same pricin	ng and	
conditions through			
	(Date)		

ARKANSAS STATE HIGHWAY COMMISSION

Rev. 3/1/2018
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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 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 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			
Contractor name			
Contractor Signature:		Date:	

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.

ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

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

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

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

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME
BY:
Signature
TITLE:

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of t	he following	informatior	n may result in a delay in obtaining a	contract,	lease, purch	ase agreement, or grant award with any Arkansas State Agency.		
SUBCONTRACTOR: Yes No	SUBCONTRAC	CTOR NAME:						
			IS THIS FOR:					
TAXPAYER ID NAME:			☐ Goods? ☐	Services?	. □ B	oth?		
YOUR LAST NAME:			FIRST NAME:			M.I.:		
ADDRESS:								
CITY:			STATE:		ZIP CODE:	COUNTY:		
AS A CONDITION C	OF OBTAIL	NING. EX	XTENDING. AMENDING. (OR RENI	EWING A	CONTRACT, LEASE, PURCHASE AGREEMENT, OR O	GRANT AWARD	
			CY, THE FOLLOWING INFO					
				FOR II	NDIVIE	OUALS*		
Indicate below if: you, yo Commission Member, or			er, sister, parent, or child of you o	r your spo	use is a cur	rent or former: member of the General Assembly, Constitutional Of	ficer, State Board or	
Position Held	Mark (✓)		Name of Position of Job Held	bb Held For How 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.)	
r osition rield	Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	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 a	applies			•			'	
			FOR	AN E	NTITY ((BUSINESS)*		
						ny ownership interest of 10% or greater in the entity: member of th		
				•		ter, parent, or child of a member of the General Assembly, Constitu	itional Officer, State Boa	
or Commission Member,	or State Em	ployee. Po	<u> </u>			ing policies or influence the management of the entity.		
					1	What is the person(s) name and what is his /her (/ of ownership)	:	

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

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 21-433-mm009

FOR

10' SNOWPLOW ATTACHMENT 36" MOLDBOARD HEIGHT

A. General Conditions:

- Current Model: Units furnished under this specification shall be the latest improved model in current production, as offered
 to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Machines manufactured
 for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned,
 shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must
 have been in the business of producing operational units for at least two years and must have recently sold similar units to
 domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the
 latest version of a previous model. Bidder/s may be required to submit documentation substantiating the aforementioned
 requirements. A list of user references may also be required.
- 2. <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. <u>Manuals</u>: Successful bidder shall furnish one (1) copy of Operator's Manual and Parts Book with each unit delivered. The successful bidder may provide Parts Manuals on computer media in lieu of printed manuals.
- 5. Complete installation instructions shall be furnished with each unit.
- 6. All parts and equipment 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. 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.

Spec. 21-433-mm009

B. <u>Unit Specifications</u>:

- 1. General: 10' Snowplow with power reversing moldboard for use on a truck equipped with central hydraulics. The snowplow provided shall be designed and approved by the manufacturer for installation on a truck which has a front gross axle weight rating of 18,000 pounds. Snowplow furnished must meet the following specification at minimum.
- 2. Reversing Frame & Front Push Tube: Shall be constructed using a minimum 5" x 5" x 0.38" or 6" x 4" x 0.38" structural steel tubing properly reinforced to withstand severe snow plowing conditions. Front push tube shall be a minimum of 116" in length. Front push tube shall have a minimum of ten welded ears to attach the moldboard assembly. Ears shall be made of minimum 5/8" thick steel. All joints shall be continuously welded and reinforced.
- 3. A-Frame: Shall be engineered and constructed to be an integral component of the push frame. Shall contain two (2) double acting heavy duty power reversing hydraulic cylinders with a minimum 4" diameter bore. Cylinders shall be equipped with a minimum 2" diameter rod. Cylinder rods shall be nitride coated. The reversing cylinders shall maintain the angle of the moldboard once the desired plowing angle is reached. The unit shall be equipped with a hydraulic cushion valve to protect hydraulic cylinders in the event of an impact with a fixed object. Cylinders shall be equipped with hydraulic lines of sufficient length to connect to supply lines on the front bumper of the truck. The mounting plate that attaches the snowplow push frame to the truck hitch shall be equipped with mounting flanges made of 1" metal. Mounting flanges shall be set on 30 ½" centers with pin holes sized for 1 ¼" pins.
- 4. Moldboard: Curved moldboard no less than ten (10) feet in length. Shall be constructed of no less than 3/16" steel with a minimum of eight (8) vertical ribs. Moldboard shall be equipped with full length horizontal ribs according to manufacturer's standard for plow size and type. Moldboard height shall be no less than 36" but shall not exceed 42". Shall be extended curve design to prevent snow from coming over the top of moldboard at high speed. Shall have multi-position adjustment for lay-back to achieve optimal plowing angle. When set at the optimal plowing angel the top of the moldboard curve shall extend forward of the cutting edge by no less than twelve (12) inches. Shall have mailbox ends equipped with sight markers at least 36" in height. Shall have cutting angle adjustment of no less than 35° left and right of center. Shall be equipped with two (2) compression type spring safety trips capable of at least three (3) attack angle settings ranging from 10 to 30 degrees. Shall include stops attached to the moldboard assembly which contact the reversing frame front push tube before the trip springs becomes fully compressed. The moldboard assembly shall be capable of tripping at least 15 degrees past vertical before contacting the stops, at any attack angle. Shall have a minimum of five (5) hinge points. There shall be a minimum of 116" between the outer most hinge points with a minimum of three more hinge points spaced between.
- 5. <u>Snow Shield</u>: The moldboard shall be equipped with a full length rubber snow shield mounted on the top forward edge. Shall be made of a minimum of two ply rubber matting no less than 1/4" thick. Snow shield shall be affixed to the moldboard using a minimum 0.25" x 2" metal strip and an adequate number of bolts to secure it in position.
- 6. <u>Cutting Edge</u>: Cutting edge shall be a minimum 3/4" x 6" <u>high carbon steel</u> with holes AASHTO spaced. Cutting edge shall be equipped with a minimum of two (2) wear blocks behind the cutting edge. Each wear block shall have a minimum of 26 square inches of wear surface. Wear blocks shall be made of a material with a minimum Brinell hardness of 181-240.
- 7. <u>Level Lifting Device</u>: Snowplow shall be equipped with a level lifting device that keeps the moldboard level when lifted or when being reversed. Device shall be complete with all chains, hooks, clevises and hardware necessary for proper operation.
- 8. Truck Hitch: Truck hitch is not required with delivery of plow; ARDOT will furnish hitch.
- 9. <u>Jack</u>: The snowplow shall be equipped with a screw type adjustable jack to assist in the installation and removal of the unit from the truck hitch.
- 10. Weight: Snowplow assembly shall weigh a minimum of 2,000 pounds.
- 11. <u>Color</u>: Manufacturer's standard color is acceptable.
- 12. <u>Warranty</u>: Units purchased under this specification shall be warranted against defects in material and workmanship for a minimum period of twelve (12) months (365 days) from date unit is placed in operation by 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) It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.

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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.

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 21-432-mm009

FOR

10' SNOWPLOW ATTACHMENT 36" MOLDBOARD HEIGHT WITH TRUCK HITCH

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. Machines manufactured for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned, shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must have been in the business of producing operational units for at least two years and must have recently sold similar units to domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the latest version of a previous model. Bidder/s may be required to submit documentation substantiating the aforementioned requirements. A list of user references may also be required.
- 2. <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. <u>Manuals</u>: Successful bidder shall furnish one (1) copy of Operator's Manual and Parts Book with each unit delivered. The successful bidder may provide Parts Manuals on computer media in lieu of printed manuals.
- 5. Complete installation instructions shall be furnished with each unit.
- 6. All parts and equipment 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. 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.

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B. <u>Unit Specifications</u>:

- 1. General: 10' Snowplow with power reversing moldboard for use on a truck equipped with central hydraulics. The snowplow provided shall be designed and approved by the manufacturer for installation on a truck which has a front gross axle weight rating of 18,000 pounds. Snowplow furnished must meet the following specification at minimum.
- 2. Reversing Frame & Front Push Tube: Shall be constructed using a minimum 5" x 5" x 0.38" or 6" x 4" x 0.38" structural steel tubing properly reinforced to withstand severe snow plowing conditions. Front push tube shall be a minimum of 116" in length. Front push tube shall have a minimum of ten welded ears to attach the moldboard assembly. Ears shall be made of minimum 5/8" thick steel. All joints shall be continuously welded and reinforced.
- 3. A-Frame: Shall be engineered and constructed to be an integral component of the push frame. Shall contain two (2) double acting heavy duty power reversing hydraulic cylinders with a minimum 4" diameter bore. Cylinders shall be equipped with a minimum 2" diameter rod. Cylinder rods shall be nitride coated. The reversing cylinders shall maintain the angle of the moldboard once the desired plowing angle is reached. The unit shall be equipped with a hydraulic cushion valve to protect hydraulic cylinders in the event of an impact with a fixed object. Cylinders shall be equipped with hydraulic lines of sufficient length to connect to supply lines on the front bumper of the truck. The mounting plate that attaches the snowplow push frame to the truck hitch shall be equipped with mounting flanges made of 1" metal. Mounting flanges shall be set on 30 ½" centers with pin holes sized for 1 ¼" pins.
- 4. Moldboard: Curved moldboard no less than ten (10) feet in length. Shall be constructed of no less than 3/16" steel with a minimum of eight (8) vertical ribs. Moldboard shall be equipped with full length horizontal ribs according to manufacturer's standard for plow size and type. Moldboard height shall be no less than 36" but shall not exceed 42". Shall be extended curve design to prevent snow from coming over the top of moldboard at high speed. Shall have multi-position adjustment for lay-back to achieve optimal plowing angle. When set at the optimal plowing angel the top of the moldboard curve shall extend forward of the cutting edge by no less than twelve (12) inches. Shall have mailbox ends equipped with sight markers at least 36" in height. Shall have cutting angle adjustment of no less than 35° left and right of center. Shall be equipped with two (2) compression type spring safety trips capable of at least three (3) attack angle settings ranging from 10 to 30 degrees. Shall include stops attached to the moldboard assembly which contact the reversing frame front push tube before the trip springs becomes fully compressed. The moldboard assembly shall be capable of tripping at least 15 degrees past vertical before contacting the stops, at any attack angle. Shall have a minimum of five (5) hinge points. There shall be a minimum of 116" between the outer most hinge points with a minimum of three more hinge points spaced between.
- 5. <u>Snow Shield</u>: The moldboard shall be equipped with a full length rubber snow shield mounted on the top forward edge. Shall be made of a minimum of two ply rubber matting no less than 1/4" thick. Snow shield shall be affixed to the moldboard using a minimum 0.25" x 2" metal strip and an adequate number of bolts to secure it in position.
- 6. <u>Cutting Edge</u>: Cutting edge shall be a minimum 3/4" x 6" <u>high carbon steel</u> with holes AASHTO spaced. Cutting edge shall be equipped with a minimum of two (2) wear blocks behind the cutting edge. Each wear block shall have a minimum of 26 square inches of wear surface. Wear blocks shall be made of a material with a minimum Brinell hardness of 181-240.
- 7. <u>Level Lifting Device</u>: Snowplow shall be equipped with a level lifting device that keeps the moldboard level when lifted or when being reversed. Device shall be complete with all chains, hooks, clevises and hardware necessary for proper operation.
- 8. <u>Truck Hitch</u>: Low profile, front frame mounted universal plow hitch with fold down and adjustable lift arm. Shall be capable of self-storing lift cylinder. The lift cylinder shall be a minimum 4" diameter bore and of sufficient length to properly lift snowplow. Lift cylinder ram shall be nitrite coated. Hitch shall be capable of carrying plows from 10' to 14' in length. The lift arm mounting frame shall be constructed using a minimum of ½" x 3" angle welded to a 10" structural channel which forms the lift frame. Cheek plates shall be ½" x 12" tapered. Rocker angles and plates shall be utilized above and below the truck frame to keep the hitch from loosening and moving forward. The cheek plates and rocker plates will be welded to the truck hitch by the up-fitter. Lift arm bracket and lower drop bar retaining/connecting lugs shall be fabricated from ¾" thick plate. Mounting flanges shall be set on 30 ½" centers with pin holes sized for 1 ¼" pins. (Hitches using braces running from the lift frame to the front axle of the vehicle are not acceptable).
- 9. <u>Jack</u>: The snowplow shall be equipped with a screw type adjustable jack to assist in the instillation and removal of the unit from the truck hitch.
- 10. Weight: Snowplow assembly shall weigh a minimum of 2,000 pounds.
- 11. <u>Color</u>: Manufacturer's standard color is acceptable.

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- 12. <u>Warranty</u>: Units purchased under this specification shall be warranted against defects in material and workmanship for a minimum period of twelve (12) months (365 days) from date unit is placed in operation by 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) It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.
 - d) If any warranty literature submitted with the bid conflicts with 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.

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 21-435-mm009

FOR

12' SNOWPLOW ATTACHMENT 36" MOLDBOARD HEIGHT WITH TRUCK HITCH

A. General Conditions:

- Current Model: Units furnished under this specification shall be the latest improved model in current production, as offered
 to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Machines manufactured
 for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned,
 shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must
 have been in the business of producing operational units for at least two years and must have recently sold similar units to
 domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the
 latest version of a previous model. Bidder/s may be required to submit documentation substantiating the aforementioned
 requirements. A list of user references may also be required.
- 2. <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. <u>Manuals</u>: Successful bidder shall furnish one (1) copy of Operator's Manual and Parts Book with each unit delivered. The successful bidder may provide Parts Manuals on computer media in lieu of printed manuals.
- 4. Complete installation instructions shall be furnished with each unit.
- 5. All parts and equipment 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. <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.
- 7. <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.
- 8. 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.
- 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.

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B. <u>Unit Specifications</u>:

- 1. General: 12' Snowplow with power reversing moldboard for use on a truck equipped with central hydraulics. The snowplow provided shall be designed and approved by the manufacturer for installation on a truck which has a front gross axle weight rating of 18,000 pounds. Snowplow furnished must meet the following specification at minimum.
- 2. Reversing Frame & Front Push Tube: Shall be constructed using a minimum 5" x 5" x 0.38" or 6" x 4" x 0.38" structural steel tubing properly reinforced to withstand severe snow plowing conditions. Front push tube shall be a minimum of 116" in length. Front push tube shall have a minimum of ten welded ears to attach the moldboard assembly. Ears shall be made of minimum 5/8" thick steel. All joints shall be continuously welded and reinforced.
- 3. A-Frame: Shall be engineered and constructed to be an integral component of the push frame. Shall contain two (2) double acting heavy duty power reversing hydraulic cylinders with a minimum 4" diameter bore. Cylinders shall be equipped with a minimum 2" diameter rod. Cylinder rod shall be nitride coated. The reversing cylinders shall maintain the angle of the moldboard once the desired plowing angle is reached. The unit shall be equipped with a hydraulic cushion valve to protect hydraulic cylinders in the event of an impact with a fixed object. Cylinders shall be equipped with hydraulic lines of sufficient length to connect to supply lines on the front bumper of the truck. The mounting plate that attaches the snowplow push frame to the truck hitch shall be equipped with mounting flanges made of 1" metal. Mounting flanges shall be set on 30 ½" centers with pin holes sized for 1 ¼" pins.
- 4. Moldboard: Curved moldboard no less than twelve (12) feet in length. Shall be constructed of no less than 3/16" steel with a minimum of ten (10) vertical ribs. Moldboard shall be equipped with full length horizontal ribs according to manufacturer's standard for plow size and type. Moldboard height shall be no less than 36" but shall not exceed 42". Shall be extended curve design to prevent snow from coming over the top of moldboard at high speed. Shall have multi-position adjustment for lay-back to achieve optimal plowing angle. When set at the optimal plowing angel the top of the moldboard curve shall extend forward of the cutting edge by no less than twelve (12) inches. Shall have mailbox ends equipped with sight markers at least 36" in height. Shall have cutting angle adjustment of no less than 35° left and right of center. Shall be equipped with two (2) compression type spring safety trips capable of at least three (3) attack angle settings ranging from 10 to 30 degrees. Shall include stops attached to the moldboard assembly which contact the reversing frame front push tube before the trip springs becomes fully compressed. The moldboard assembly shall be capable of tripping at least 15 degrees past vertical before contacting the stops, at any attack angle. Shall have a minimum of five (5) hinge points. There shall be a minimum of 116" between the outer most hinge points with a minimum of three more hinge points equally spaced between.
- 5. <u>Snow Shield</u>: The moldboard shall be equipped with a full length rubber snow shield mounted on the top forward edge. Shall be made of a minimum of two ply rubber matting no less than 1/4" thick. Snow shield shall be affixed to the moldboard using a minimum 0.25" x 2" metal strip and an adequate number of bolts to secure it in position.
- 6. <u>Cutting Edge</u>: Cutting edge shall be a minimum 3/4" x 6" <u>high carbon steel</u> with holes AASHTO spaced. Cutting edge shall be equipped with two wear blocks behind the cutting edge. Each wear block shall have a minimum of 26 square inches of wear surface. Wear blocks shall be made of a material with a minimum Brinell hardness of 181-240.
- 7. <u>Level Lifting Device</u>: Snowplow shall be equipped with a level lifting device that keeps the moldboard level when lifted or when being reversed. Device shall be complete with all chains, hooks, clevises and hardware necessary for proper operation.
- 8. Truck Hitch: Low profile, front frame mounted universal plow hitch with fold down and adjustable lift arm. Shall be capable of self-storing lift cylinder. The lift cylinder shall be a minimum 4" diameter bore and of sufficient length to properly lift snowplow. Lift cylinder ram shall be nitride coated. Hitch shall be capable of carrying plows from 10' to 14' in length. The lift arm mounting frame shall be constructed using a minimum of ½" x 3" angle welded to a 10" structural channel which forms the lift frame. Cheek plates shall be ½" x 12" tapered. Rocker angles and plates shall be utilized above and below the truck frame to keep the hitch from loosening and moving forward. The cheek plates and rocker plates will be welded to the truck hitch by the up fitter. Lift arm bracket and lower drop bar retaining/connecting lugs shall be fabricated from ¾" thick plate. Mounting flanges shall be set on 30 ½" centers with pin holes sized for 1 ¼" pins. (Hitches using braces running from the lift frame to the front axle of the vehicle are not acceptable).
- 9. <u>Jack</u>: The snowplow shall be equipped with a screw type adjustable jack to assist in the installation and removal of the unit from the truck hitch.
- 10. Weight: Snowplow assembly shall weigh a minimum of 2,000 pounds.
- 11. <u>Color</u>: Manufacturer's standard color is acceptable.
- 12. <u>Warranty</u>: Units purchased under this specification shall be warranted against defects in material and workmanship for a minimum period of twelve (12) months (365 days) from date unit is placed in operation by ARDOT.

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- Warranty shall include all parts, labor and transportation costs to the location of equipment.
- b) If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.
- c) It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.
- d) If any warranty literature submitted with the bid conflicts with 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.