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

Contract Number:	H-21-23	7R		BID OPENING LOCATION: ARDOT Equipment and	DELIVER TO: ARDOT Equipment and		
Bid Opening Date:	January 26, 2021	Time:	11:00 a.m.	Procurement Division 11302 West Baseline Road Little Rock, AR 72209	Procurement Division P.O. Box 2261 Little Rock, AR 72203	Procurement Division 11302 West Baseline Road Little Rock, AR 72209	
mail and delivery loo	cations until the above-noted bi	d opening	date and time, and t	ect to the Standard Bid Conditions o hen publicly opened at the above-not pids and unsigned bids will not be	ed bid opening location. Bid		
In compliance with the price set opposite each		all the Co	nditions thereof, the u	ndersigned offers and agrees to furnis	h any and all items upon whic	ch prices are quoted, at the	
Company Name:				Name (Type or Print):			
Address:				Title:			
				Phone:	Fax:		
City:	State:		Zip:	E-Mail:			
Federal Tax ID or S	Social Security No.:				original (not photocopied) an	d in ink.	

Wheel Tractors

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), Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18), Restriction of Boycott of Israel Certification and Illegal Immigrant Certification (see Page 2 of Standard Bid Conditions – Item 17) issued with this bid.

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

Bid Bond in the amount of \$1,000 required of all bidders at time of bid opening or bid will be rejected. <u>Personal and</u> <u>company checks are not acceptable as Bid Bonds.</u> See Condition 4 on page 1of Standard Bid Conditions.

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

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

The successful bidder will be required to complete delivery within 150 days after award.

Bids and Specifications are available on-line by going to the ARDOT Web Site – <u>www.ardot.gov</u> 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

Contra Page 1	act No.: H-21-237 of 2	7R BIDDEI	₹:	
1.	3 – Wheel Tracto	r, 83 PTO Horsepower, 4WD, to meet ARI	DOT Spec. 21-256	-155
		OT – District 4 Headquarters, 808 Frontier OT – District 10 Headquarters, 2510 Highw		
	Bid Price (Do not i	nclude any Local, State or Federal Taxes)		Each \$
	Total for 3 Wheel	Fractors		\$
	Wheel Tractors pro	posed to furnish:		
	Make:	Model	_Warranty	
	Guaranteed Deliver	ry Date	_	
		ay be purchased at the same pricing and (Date)		
	5 – Wheel Tractor,	, 57 PTO Horsepower, Diesel, 4WD, Stand	ard Profile, to mee	t ARDOT Spec. 21-248-153
	FOB: 5 Ea ARD	OT – District 8 Headquarters, 372 Aspen L	ane, Russellville, A	AR 72811
	Bid Price (Do not i	nclude any Local, State or Federal Taxes)		Each \$
	Total for 5 Wheel	Fractors		\$
	Wheel Tractors pro	posed to furnish:		
	Make:	Model	_Warranty	
	Guaranteed Deliver	ry Date	_	
		ay be purchased at the same pricing and (Date)		

Contract No.: H-21-237R Page 2 of 2

3.	ard Profile, to meet ARDOT Spec. 21-254-155		
		 District 1 Headquarters, 2701 Highv District 9 Headquarters, 4590 Highv 	
	Bid Price (Do not includ	le any Local, State or Federal Taxes)	Each \$
	Total for 22 Wheel Tra	ctors	\$
	Wheel Tractors propose	d to furnish:	
	Make:	Model	_Warranty
	Guaranteed Delivery Da	te	-
	•	e purchased at the same pricing and (Date)	
4.		FO Horsepower, 4WD, Diesel, with 6' District 8 Headquarters, 372 Aspen L	Sickle to meet ARDOT Spec. 21-289-164
		District 9 Headquarters, 372 Aspen E	
	Bid Price (Do not includ	le any Local, State or Federal Taxes)	Each \$
	Total for 3 Wheel Trac	tors	\$
	Wheel Tractors proposed	d to furnish:	
	Make:	Model	_Warranty
	Guaranteed Delivery Da	te	-
	-	e purchased at the same pricing and (Date)	

ARKANSAS STATE HIGHWAY COMMISSION

ARDOT - STANDARD BID CONDITIONS

- 1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ARDOT).
- ACCEPTANCE AND REJECTION: ARDOT reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
- 3. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
- BID BONDS AND PERFORMANCE BONDS: If required, a Bid Bond in the form of a cashier's check, certified check, or 4 surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. Personal and company checks are not acceptable as Bid Bonds. Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by ARDOT or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a Performance Bond in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. Personal and company checks are not acceptable as Performance Bonds. In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U.S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
- 5. TAXES: The ARDOT is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the ARDOT.
- 6. "ALL OR NONE" BIDS: Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
- 7. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
- 8. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
- 9. BRAND NAME REFERENCES: All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
- 10. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.

- 11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by ARDOT. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
- 12. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
- 13. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
- 14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
- 15. ETHICS: "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." (Arkansas Code, Annotated, Section 19-11-708).
- 16. NOTICE OF NONDISCRIMINATION: The Arkansas State Highway Commission, through ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT's nondiscrimination policies may be directed to Joanna P. McFadden Section Head EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.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.
- 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.

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	Wheel Tractor
Contractor name	

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

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

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ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

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

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

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

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

BIDDER NAME

BY:_____

Signature

TITLE:_____

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	
Description	
Contractor name	

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

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						
BIDDER INFORMATION	<u>1:</u>	IS THIS FOR:				
TAXPAYER ID NAME:		□ Goods?	□ Services?	□ Both?		
YOUR LAST NAME:		FIRST NAME:			M.I.:	
TOOR LAST MAINE.		FIRST MAIVIE.			IVI.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	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.)	
	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 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	For How Long?		Long? What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?			
Position field	Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control	
General Assembly									
Constitutional Officer									
State Board or									
Commission Member									
State Employee									

□None of the above applies

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

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

- 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 Pers	son	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 21-256-155

FOR

WHEEL TRACTOR 83 PTO HORSEPOWER FOUR WHEEL DRIVE

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>: 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 ROM, Floppy Disks, etc.) in lieu of printed manuals.
- 5. <u>Training</u>: The successful bidder shall furnish qualified personnel to instruct ARDOT personnel on operation and maintenance of units purchased under this specification.

In addition, the successful bidder shall furnish information on any factory service schools which would be available for ARDOT service technicians.

- 6. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
- 7. All parts, accessories and tools necessary for satisfactory operation of these units shall be furnished whether or not they are specifically mentioned in these specifications (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications unless specifically excluded by this specification).
- 8. <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.
- 9. <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.
- 10. <u>Cooperative Purchasing</u>: Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase from this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing order quantities, deleting options, etc.) as agreed by both parties, but could not be raised above the contract bid price except for any additional freight charges. Vendors would not be required to sell to any such entity under this contract, and those entities would not be obligated to purchase from the contract.

Each entity wishing to purchase from the contract must make contact directly with the appropriate vendor(s). The Highway Department shall remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The Department shall be held harmless of any and all liability arising from such transactions.

* Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

B. Unit Specifications:

- 1. <u>General</u>: This specification is intended to cover an industrial or utility type 4WD wheel tractor with liquid cooled diesel engine, independent PTO, drawbar, hydraulic lift system and 3-point hitch. This wheel tractor will be used in highway maintenance mowing applications which include side slope or hillside operations and must be suitable for such use. Tractor furnished must meet the following specification at a minimum.
- 2. <u>Rated Horsepower</u>: Manufacturer's advertised <u>PTO horsepower</u> of no less than 83 HP at rated engine RPM.
- 3. Engine: Shall be a four (4) cylinder with a minimum piston displacement of 4.4 liters. Engine shall be a liquid cooled, turbocharged, diesel equipped with 12-volt electrical system including battery, starter and alternator. Shall have oil and fuel filters with replaceable elements and approved dry type air cleaner. Shall have vertical exhaust muffler with rain cap or curved exhaust pipe. Engine shall meet current U.S. EPA emission standards for model year. Engine cooling system shall have anti-freeze protection to -20° F, or lower. All other equipment necessary for efficient operation shall be furnished.
- 4. <u>Instruments</u>: Shall be equipped with ammeter or charge indicator light, tachometer, electric hour meter and all necessary gauges, including temperature gauge, oil pressure gauge or warning light, and fuel gauge.
- 5. <u>Transmission</u>: Synchronized shift transmission with power forward/reverse shuttle. Normal configuration shall provide a minimum of twelve (12) forward speeds and eight (8) reverse speeds with synchronized shifts between speeds for on-the-go shifting. The forward/reverse shuttle control shall allow the operator to change directions without using the foot-operated clutch pedal. Transmission shall utilize a wet-disc type clutch. Travel speed, in high range at governed RPM, shall be no less than 14 mph.
- 6. <u>Front Axle</u>: Mechanical front wheel drive axle providing all-wheel drive capability.
- 7. <u>Rear Axle:</u> Shall have a flange type rear axle with inboard planetary drives.
- 8. <u>Tread Width:</u> Tractor shall have adjustable front and rear tread widths.
- 9. <u>Steering</u>: Hydrostatic or hydraulic power assist.
- 10. Brakes: Hydraulic wet disc type with individually controlled pedals for rear wheels.
- 11. <u>Differential Lock</u>: Tractor shall be equipped with differential lock which can be engaged on the go.
- 12. <u>Power Take Off</u>: Independent/live type providing a speed of 540 RPM at rated engine speed. PTO clutch shall have full feathering/hydraulic engagement capability. PTO control shall be separate from transmission and easily reached from operator's seat. Power-take-off shaft shall be protected by a safety shield.
- 13. <u>Hydraulic System</u>: Hydraulic pump(s) shall provide a minimum implement flow of 18.4 GPM at the rear SCV remotes. Shall be equipped with three (3) rear mounted SCV remotes.
- 14. <u>SCV Control Valve</u>: Shall have a three (3) spool, three (3) handle hydraulic remote control valve mounted on the right fender. Mounting shall be such that the operator can easily reach the control handles. (Manufacturer's standard control valve may be acceptable; however, location of valve and configuration of control handles as well as location of handles must be approved by ARDOT prior to delivery.) Control valve will be used to operate three single acting cylinders on a pull-type wing mower. Each of the two outer spools shall have a float position to allow proper operation of the mower wings. Shall be complete with necessary hoses to rear of tractor for making hookup to mower.
- 15. <u>3-Point Hitch</u>: Category 2 with a manufacturer's advertised minimum lift capacity of 5,954 pounds at 24" behind hitch lift balls. Hitch shall have adjustable sway bars/chains with a category 2 quick hitch. Quick hitch shall be of a one-piece electrically welded design, removable, with no welding or modifications needed to tractor 3-point hitch for installation. Quick hitch lift capacity shall meet or exceed manufacturer's rated hitch lift capacity.
- 16. <u>Drawbar:</u> Shall have manufacturer's regularly furnished swing type drawbar for tractor model.
- 17. <u>Front Wheels and Tires</u>: Shall have manufacturer's regularly furnished MFWD front wheel and tire size compatible with rear tire size. Tires shall be radial type with a R-1W tread with a tread pattern that matches rear tires.
- 18. <u>Rear Wheels and Tires</u>: Shall have 30" diameter rear wheels minimum. Rear tires shall be no less than 18.4R30 radials or 460/85/R30 radials and shall have R-1W tread. Wheels furnished shall be suitable for highway mowing applications which include side slope or hillside operations.
- 19. <u>Front Mounted Weight Bracket</u>: Shall have the ability to add additional weight to the front end of tractor. Tractor shall be furnished with a bracket or mount which will allow additional weights to be easily added or removed.

- 20. Seat: Adjustable suspension seat equipped with arm rests and seat belts.
- 21. <u>ROPS</u>: Tractor shall be equipped with a flat floor open station and ROPS with <u>steel or aluminum canopy</u> per SAE J1194. Cab and glass type enclosures will not be accepted.
- 22. <u>Lighting</u>: Shall be equipped with front and rear facing work lights and road travel warning lights regularly furnished by manufacturer.
- 23. Weight: No less than 8,765 pounds without additional weights or liquid ballast in tires.
- 24. Color: Manufacturer's standard color is acceptable.
- 25. <u>Remote Monitoring System:</u> Unit shall be equipped with an integrated factory installed remote monitoring system which interacts with electronic system controls. System shall offer the following capabilities as a minimum:
 - a) System shall be capable of monitoring and storing electronic data produced by the machine.
 - b) Unit shall be equipped with cellular communication capability for the transmittal of collected data.
 - c) This data shall be accessible to designated employees of the department for review from any internet connection. All data shall be in real time.
 - d) Data collected by this system shall be stored by the manufacturer for a period of not less than (1) one year (twelve months). This historical data shall be accessible to designated employees of the department for review from any internet connection.
 - e) The system shall be capable of notifying the manufacturer/dealer and ARDOT personnel in the event a fault code is generated by a component of the machine. If the code is a priority code (immediate attention required, such as low engine oil pressure, low coolant, high coolant temperature, hydraulic pressure, etc.) the manufacturer/dealer will immediately contact ARDOT personnel to verify receipt of message.
 - f) System shall be capable of allowing remote access by technicians for the purpose of diagnostic trouble shooting and software updates.
 - g) Unit shall be capable of showing the exact location of the machine as a street address and GPS coordinates.
 - h) Shall be capable of showing hour meter reading in real time and have the ability to notify maintenance personnel when service is due. ARDOT personnel shall have the capability to set service parameters in the system for each unit.
 - i) System shall be capable of generating the following reports as a minimum.
 - (1) Unit tracking
 - (2) Idle time
 - (3) Machine usage
 - (4) Engine fuel burn
 - j) System shall allow designated ARDOT personnel the ability to establish geofencing and curfew parameters for each unit.
 - k) The subscription for this package shall be provided to the ARDOT free of charge for a minimum of (3) three years (36 months). The manufacturer's dealer representative shall provide training and demonstration of system to ARDOT personnel at time of delivery.
 - The remote monitoring (GPS) system shall be activated and operational at the time of delivery. The manufacturer's dealer representative, shall provide documentation certifying the equipment's GPS system has been registered to ARDOT and is fully operational and online.
- 26. <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.

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- c) Warranty repairs are to be performed by any authorized dealership of the manufacturer; however, the successful bidder will be ultimately responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.
- d) Warranty repair action shall begin within five (5) working days after notification for the need of warranty repairs; and repairs should be completed and the unit returned to ARDOT within fifteen (15) working days after notification (unless prior arrangements have been made with ARDOT personnel).
- e) 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.
- f) 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 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 21-248-153

FOR

WHEEL TRACTOR 57 PTO HORSEPOWER FOUR WHEEL DRIVE

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>: 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 ROM, Floppy Disks, etc.) in lieu of printed manuals.
- 5. <u>Training</u>: The successful bidder shall furnish qualified personnel to instruct ARDOT personnel on operation and maintenance of units purchased under this specification.

In addition, the successful bidder shall furnish information on any factory service schools which would be available for ARDOT service technicians.

- 6. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
- 7. All parts, accessories and tools necessary for satisfactory operation of these units shall be furnished whether or not they are specifically mentioned in these specifications (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications unless specifically excluded by this specification).
- 8. <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.
- 9. <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.
- 10. <u>Cooperative Purchasing</u>: Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase from this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing order quantities, deleting options, etc.) as agreed by both parties, but could not be raised above the contract bid price except for any additional freight charges. Vendors would not be required to sell to any such entity under this contract, and those entities would not be obligated to purchase from the contract.

Each entity wishing to purchase from the contract must make contact directly with the appropriate vendor(s). The Highway Department shall remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The Department shall be held harmless of any and all liability arising from such transactions.

* Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

B. Unit Specifications:

- 1. <u>General</u>: This specification is intended to cover an industrial or utility type 4WD wheel tractor with liquid cooled diesel engine, independent PTO, drawbar, hydraulic lift system and 3-point hitch. This wheel tractor will be used in highway maintenance mowing applications which include side slope or hillside operations and must be suitable for such use. Tractor furnished must meet the following specification at a minimum.
- 2. <u>Rated Horsepower</u>: Manufacturer's advertised <u>PTO horsepower</u> of no less than 57 HP at rated engine RPM.
- 3. <u>Engine</u>: Liquid cooled, turbocharged, diesel equipped with 12-volt electrical system including battery, starter and alternator. Shall have oil and fuel filters with replaceable elements and approved dry type air cleaner. Shall have vertical exhaust muffler with rain cap or curved exhaust pipe. Engine shall meet current U.S. EPA emission standards for model year. Engine cooling system shall have anti-freeze protection to -20° F, or lower. All other equipment necessary for efficient operation shall be furnished.
- 4. <u>Instruments</u>: Shall be equipped with ammeter or charge indicator light, tachometer, electric hour meter and all necessary gauges, including temperature gauge, oil pressure gauge or warning light, and fuel gauge.
- 5. <u>Transmission</u>: Synchronized shift transmission with power forward/reverse shuttle. Normal configuration shall provide a minimum of twelve (12) forward speeds and twelve (12) reverse speeds with synchronized shifts between speeds for on-the-go shifting. The forward/reverse shuttle control shall allow the operator to change directions without using the foot-operated clutch pedal. Transmission shall utilize a wet-disc type clutch. Travel speed, in high range at governed RPM, shall be no less than 14 mph.
- 6. Front Axle: Mechanical front wheel drive axle providing all-wheel drive capability.
- 7. <u>Rear Axle:</u> Shall have a flange type rear axle with inboard planetary drives.
- 8. <u>Tread Width:</u> Tractor shall have adjustable front and rear tread widths.
- 9. <u>Steering</u>: Hydrostatic or hydraulic power assist.
- 10. Brakes: Hydraulic wet disc type with individually controlled pedals for rear wheels.
- 11. <u>Differential Lock</u>: Equipped with differential lock which can be engaged on the go.
- 12. <u>Power Take Off</u>: Independent/live type providing a speed of 540 RPM at rated engine speed. PTO clutch shall have full feathering/hydraulic engagement capability. PTO control shall be separate from transmission and easily reached from operator's seat. Power-take-off shaft shall be protected by a safety shield.
- 13. <u>Hydraulic System</u>: Hydraulic pump(s) shall provide a minimum implement flow of 17.7 GPM at the rear SCV remotes. Shall be equipped with three (3) rear mounted SCV remotes with controls located conveniently to tractor operator.
- 14. <u>3-Point Hitch</u>: Category 2 with a manufacturer's advertised minimum lift capacity of 4,850 pounds at 24" behind hitch lift balls. Hitch shall have adjustable sway bars/chains with a category 2 quick hitch. Quick hitch shall be of a one-piece electrically welded design, removable, with no welding or modifications needed to tractor 3-point hitch for installation. Quick hitch lift capacity shall meet or exceed manufacturer's rated hitch lift capacity.
- 15. <u>Drawbar:</u> Shall have manufacturer's regularly furnished swing type drawbar.
- 16. <u>Front Wheels and Tires</u>: Shall have manufacturer's regularly furnished MFWD front wheel and tire size compatible with rear tire size. Tires shall be radial type with a R-1W tread with a tread pattern that matches rear tires.
- 17. <u>Rear Wheels and Tires</u>: Shall have 30" diameter rear wheels. Rear tires shall be no less than 18.4R30 radials or 460/85/R30 radials and shall have R-1W tread. Wheels furnished shall be suitable for highway mowing applications which include side slope or hillside operations.
- 18. <u>Front Mounted Weight Bracket</u>: Shall have the ability to add additional weight to the front end of tractor. Tractor shall be furnished with a bracket or mount which will allow additional weights to be easily added or removed.
- 19. Seat: Adjustable suspension seat equipped with arm rests and seat belts.
- 20. <u>ROPS</u>: Tractor shall be equipped with a flat floor open station and ROPS with <u>steel or aluminum canopy</u> per SAE J1194. Cab and glass type enclosures will not be accepted.
- 21. <u>Lighting</u>: Shall be equipped with front and rear facing work lights and road travel warning lights regularly furnished by manufacturer.
- 22. Weight: No less than 7,700 pounds without additional weights or liquid ballast in tires.

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- 23. <u>Color</u>: Manufacturer's standard color is acceptable.
- 24. <u>Remote Monitoring System:</u> Unit shall be equipped with an integrated factory installed remote monitoring system which interacts with electronic system controls. System shall offer the following capabilities as a minimum:
 - a) System shall be capable of monitoring and storing electronic data produced by the machine.
 - b) Unit shall be equipped with cellular communication capability for the transmittal of collected data.
 - c) This data shall be accessible to designated employees of the department for review from any internet connection. All data shall be in real time.
 - d) Data collected by this system shall be stored by the manufacturer for a period of not less than (1) one year (twelve months). This historical data shall be accessible to designated employees of the department for review from any internet connection.
 - e) The system shall be capable of notifying the manufacturer/dealer and ARDOT personnel in the event a fault code is generated by a component of the machine. If the code is a priority code (immediate attention required, such as low engine oil pressure, low coolant, high coolant temperature, hydraulic pressure, etc.) the manufacturer/dealer will immediately contact ARDOT personnel to verify receipt of message.
 - f) System shall be capable of allowing remote access by technicians for the purpose of diagnostic trouble shooting and software updates.
 - g) Unit shall be capable of showing the exact location of the machine as a street address and GPS coordinates.
 - h) Shall be capable of showing hour meter reading in real time and have the ability to notify maintenance personnel when service is due. ARDOT personnel shall have the capability to set service parameters in the system for each unit.
 - i) System shall be capable of generating the following reports as a minimum.
 - (1) Unit tracking
 - (2) Idle time
 - (3) Machine usage
 - (4) Engine fuel burn
 - j) System shall allow designated ARDOT personnel the ability to establish geo-fencing and curfew parameters for each unit.
 - k) The subscription for this package shall be provided to the ARDOT free of charge for a minimum of (3) three years (36 months). The manufacturer's dealer representative shall provide training and demonstration of system to ARDOT personnel at time of delivery.
 - The remote monitoring (GPS) system shall be activated and operational at the time of delivery. The manufacturer's dealer representative, shall provide documentation certifying the equipment's GPS system has been registered to ARDOT and is fully operational and online.
- 25. <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) Warranty repairs are to be performed by any authorized dealership of the manufacturer; however, the successful bidder will be ultimately responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.
 - d) Warranty repair action shall begin within five (5) working days after notification for the need of warranty repairs; and repairs should be completed and the unit returned to ARDOT within fifteen (15) working days after notification (unless prior arrangements have been made with ARDOT personnel).

- e) 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.
- f) 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 21-254-155

FOR

WHEEL TRACTOR 75 PTO HORSEPOWER FOUR WHEEL DRIVE

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>: 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 ROM, Floppy Disks, etc.) in lieu of printed manuals.
- 5. <u>Training</u>: The successful bidder shall furnish qualified personnel to instruct ARDOT personnel on operation and maintenance of units purchased under this specification.

In addition, the successful bidder shall furnish information on any factory service schools which would be available for ARDOT service technicians.

- 6. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
- 7. All parts, accessories and tools necessary for satisfactory operation of these units shall be furnished whether or not they are specifically mentioned in these specifications (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications unless specifically excluded by this specification).
- 8. <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.
- 9. <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.
- 10. <u>Cooperative Purchasing</u>: Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase from this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing order quantities, deleting options, etc.) as agreed by both parties, but could not be raised above the contract bid price except for any additional freight charges. Vendors would not be required to sell to any such entity under this contract, and those entities would not be obligated to purchase from the contract.

Each entity wishing to purchase from the contract must make contact directly with the appropriate vendor(s). The Highway Department shall remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The Department shall be held harmless of any and all liability arising from such transactions.

* Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

B. Unit Specifications:

- 1. <u>General</u>: This specification is intended to cover an industrial or utility type 4WD wheel tractor with liquid cooled diesel engine, independent PTO, drawbar, hydraulic lift system and 3-point hitch. This wheel tractor will be used in highway maintenance mowing applications which include side slope or hillside operations and must be suitable for such use. Tractor furnished must meet the following specification at a minimum.
- 2. <u>Rated Horsepower</u>: Manufacturer's advertised <u>PTO horsepower</u> of no less than 75 HP at rated engine RPM.
- 3. Engine: Shall be a four (4) cylinder with a minimum piston displacement of 4.4 liters. Engine shall be a liquid cooled, turbocharged, diesel equipped with 12-volt electrical system including battery, starter and alternator. Shall have oil and fuel filters with replaceable elements and approved dry type air cleaner. Shall have vertical exhaust muffler with rain cap or curved exhaust pipe. Engine shall meet current U.S. EPA emission standards for model year. Engine cooling system shall have anti-freeze protection to -20° F, or lower. All other equipment necessary for efficient operation shall be furnished.
- 4. <u>Instruments</u>: Shall be equipped with ammeter or charge indicator light, tachometer, electric hour meter and all necessary gauges, including temperature gauge, oil pressure gauge or warning light, and fuel gauge.
- 5. <u>Transmission</u>: Synchronized shift transmission with power forward/reverse shuttle. Normal configuration shall provide a minimum of twelve (12) forward speeds and eight (8) reverse speeds with synchronized shifts between speeds for on-the-go shifting. The forward/reverse shuttle control shall allow the operator to change directions without using the foot-operated clutch pedal. Transmission shall utilize a wet-disc type clutch. Travel speed, in high range at governed RPM, shall be no less than 14 mph.
- 6. <u>Front Axle</u>: Mechanical front wheel drive axle providing all-wheel drive capability.
- 7. <u>Rear Axle</u>: Shall have a flange type rear axle with inboard planetary drives.
- 8. Tread Width: Tractor shall have adjustable front and rear tread widths
- 9. <u>Steering</u>: Hydrostatic or hydraulic power assist.
- 10. Brakes: Hydraulic wet disc type with individually controlled pedals for rear wheels.
- 11. <u>Differential Lock</u>: Tractor shall be equipped with differential lock which can be engaged on the go.
- 12. <u>Power Take Off</u>: Independent/live type providing a speed of 540 RPM at rated engine speed. PTO clutch shall have full feathering/hydraulic engagement capability. PTO control shall be separate from transmission and easily reached from operator's seat. Power-take-off shaft shall be protected by a safety shield.
- 13. <u>Hydraulic System</u>: Hydraulic pump(s) shall provide a minimum implement flow of 18.4 GPM at the rear SCV remotes. Shall be equipped with three (3) rear mounted SCV remotes.
- 14. <u>SCV Control Valve</u>: Shall have a three (3) spool, three (3) handle hydraulic remote control valve mounted on the right fender. Mounting shall be such that the operator can easily reach the control handles. (Manufacturer's standard control valve may be acceptable; however, location of valve and configuration of control handles as well as location of handles must be approved by ARDOT prior to delivery.) Control valve will be used to operate three single acting cylinders on a pull-type wing mower. Each of the two outer spools shall have a float position to allow proper operation of the mower wings. Shall be complete with necessary hoses to rear of tractor for making hookup to mower.
- 15. <u>3-Point Hitch</u>: Category 2 with a manufacturer's advertised minimum lift capacity of 5,954 pounds at 24" behind hitch lift balls. Hitch shall have adjustable sway bars/chains with a category 2 quick hitch. Quick hitch shall be of a one-piece electrically welded design, removable, with no welding or modifications needed to tractor 3-point hitch for installation. Quick hitch lift capacity shall meet or exceed manufacturer's rated hitch lift capacity.
- 16. <u>Drawbar:</u> Shall have manufacturer's regularly furnished swing type drawbar for tractor model.
- 17. <u>Front Wheels and Tires</u>: Shall have manufacturer's regularly furnished MFWD front wheel and tire size compatible with rear tire size. Tires shall be radial type with a R-1W tread with a tread pattern that matches rear tires.
- 18. <u>Rear Wheels and Tires</u>: Shall have 30" diameter rear wheels minimum. Rear tires shall be no less than 18.4R30 radials or 460/85/R30 radials and shall have R-1W tread. Wheels furnished shall be suitable for highway mowing applications which include side slope or hillside operations.
- 19. <u>Front Mounted Weight Bracket</u>: Shall have the ability to add additional weight to the front end of tractor. Tractor shall be furnished with a bracket or mount which will allow additional weights to be easily added or removed.

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- 20. Seat: Adjustable suspension seat equipped with arm rests and seat belts.
- 21. <u>ROPS</u>: Tractor shall be equipped with a flat floor open station and ROPS with <u>steel or aluminum canopy</u> per SAE J1194. Cab and glass type enclosures will not be accepted.
- 22. <u>Lighting</u>: Shall be equipped with front and rear facing work lights and road travel warning lights regularly furnished by manufacturer.
- 23. Weight: No less than 8,765 pounds without additional weights or liquid ballast in tires.
- 24. Color: Manufacturer's standard color is acceptable.
- 25. <u>Remote Monitoring System:</u> Unit shall be equipped with an integrated factory installed remote monitoring system which interacts with electronic system controls. System shall offer the following capabilities as a minimum:
 - a) System shall be capable of monitoring and storing electronic data produced by the machine.
 - b) Unit shall be equipped with cellular communication capability for the transmittal of collected data.
 - c) This data shall be accessible to designated employees of the department for review from any internet connection. All data shall be in real time.
 - d) Data collected by this system shall be stored by the manufacturer for a period of not less than (1) one year (twelve months). This historical data shall be accessible to designated employees of the department for review from any internet connection.
 - e) The system shall be capable of notifying the manufacturer/dealer and ARDOT personnel in the event a fault code is generated by a component of the machine. If the code is a priority code (immediate attention required, such as low engine oil pressure, low coolant, high coolant temperature, hydraulic pressure, etc.) the manufacturer/dealer will immediately contact ARDOT personnel to verify receipt of message.
 - f) System shall be capable of allowing remote access by technicians for the purpose of diagnostic trouble shooting and software updates.
 - g) Unit shall be capable of showing the exact location of the machine as a street address and GPS coordinates.
 - h) Shall be capable of showing hour meter reading in real time and have the ability to notify maintenance personnel when service is due. ARDOT personnel shall have the capability to set service parameters in the system for each unit.
 - i) System shall be capable of generating the following reports as a minimum.
 - (1) Unit tracking
 - (2) Idle time
 - (3) Machine usage
 - (4) Engine fuel burn
 - j) System shall allow designated ARDOT personnel the ability to establish geo-fencing and curfew parameters for each unit.
 - k) The subscription for this package shall be provided to the ARDOT free of charge for a minimum of (3) three years (36 months). The manufacturer's dealer representative shall provide training and demonstration of system to ARDOT personnel at time of delivery.
 - The remote monitoring (GPS) system shall be activated and operational at the time of delivery. The manufacturer's dealer representative, shall provide documentation certifying the equipment's GPS system has been registered to ARDOT and is fully operational and online.
- 26. <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.

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- c. Warranty repairs are to be performed by any authorized dealership of the manufacturer; however, the successful bidder will be ultimately responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.
- d. Warranty repair action shall begin within five (5) working days after notification for the need of warranty repairs; and repairs should be completed and the unit returned to ARDOT within fifteen (15) working days after notification (unless prior arrangements have been made with ARDOT personnel).
- e. 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.
- f. 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 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 21-289-164

FOR

WHEEL TRACTOR57 PTO HORSEPOWER57 PTO HORSEPOWERFOUR WHEEL DRIVEWITH HYDRAULIC MOWING ATTACHMENT

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>: 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 ROM, Floppy Disks, etc.) in lieu of printed manuals.
- 5. <u>Training</u>: The successful bidder shall furnish qualified personnel to instruct ARDOT personnel on operation and maintenance of units purchased under this specification.

In addition, the successful bidder shall furnish information on any factory service schools which would be available for ARDOT service technicians.

- 6. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
- 7. All parts, accessories and tools necessary for satisfactory operation of these units shall be furnished whether or not they are specifically mentioned in these specifications (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications unless specifically excluded by this specification).
- 8. <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.
- 9. <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.
- 10. <u>Cooperative Purchasing</u>: Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase from this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing order quantities, deleting options, etc.) as agreed by both parties, but could not be raised above the contract bid price except for any additional freight charges. Vendors would not be required to sell to any such entity under this contract, and those entities would not be obligated to purchase from the contract.

Each entity wishing to purchase from the contract must make contact directly with the appropriate vendor(s). The Highway Department shall remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The Department shall be held harmless of any and all liability arising from such transactions.

* Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

B. Unit Specifications:

- 1. <u>General</u>: This specification is intended to cover an industrial or utility type 4WD wheel tractor with liquid cooled diesel engine, independent PTO, drawbar, hydraulic lift system and 3-point hitch. This wheel tractor will be used in highway maintenance mowing applications which include side slope or hillside operations and must be suitable for such use. This specification includes a hydraulic mowing attachment consisting of a hydraulically powered sickle bar mounted on the right side between the front and rear wheels. Tractor and mowing attachment furnished must meet the following specification at a minimum and be completely assembled and ready for service at time of delivery.
- 2. <u>Rated Horsepower</u>: Manufacturer's advertised <u>PTO horsepower</u> of no less than 57 HP at rated engine RPM.
- 3. <u>Engine</u>: Liquid cooled, turbocharged, diesel equipped with 12-volt electrical system including battery, starter and alternator. Shall have oil and fuel filters with replaceable elements and approved dry type air cleaner. Shall have vertical exhaust muffler with rain cap or curved exhaust pipe. Engine shall meet current U.S. EPA emission standards for model year. Engine cooling system shall have anti-freeze protection to -20° F, or lower. All other equipment necessary for efficient operation shall be furnished.
- 4. <u>Instruments</u>: Shall be equipped with ammeter or charge indicator light, tachometer, electric hour meter and all necessary gauges, including temperature gauge, oil pressure gauge or warning light, and fuel gauge.
- 5. <u>Transmission</u>: Synchronized shift transmission with power forward/reverse shuttle. Normal configuration shall provide a minimum of twelve (12) forward speeds and twelve (12) reverse speeds with synchronized shifts between speeds for on-the-go shifting. The forward/reverse shuttle control shall allow the operator to change directions without using the foot-operated clutch pedal. Transmission shall utilize a wet-disc type clutch. Travel speed, in high range at governed RPM, shall be no less than 14 mph.
- 6. Front Axle: Mechanical front wheel drive axle providing all-wheel drive capability.
- 7. <u>Rear Axle:</u> Shall have a flange type rear axle with inboard planetary drives.
- 8. <u>Tread Width:</u> Tractor shall have adjustable front and rear tread widths.
- 9. Steering: Hydrostatic or hydraulic power assist.
- 10. <u>Brakes</u>: Hydraulic wet disc type with individually controlled pedals for rear wheels.
- 11. <u>Differential Lock</u>: Equipped with differential lock which can be engaged on the go.
- 12. <u>Power Take Off</u>: Independent/live type providing a speed of 540 RPM at rated engine speed. PTO clutch shall have full feathering/hydraulic engagement capability. PTO control shall be separate from transmission and easily reached from operator's seat. Power-take-off shaft shall be protected by a safety shield.
- 13. <u>Hydraulic System</u>: Hydraulic pump(s) shall provide a minimum implement flow of 17.7 GPM at the rear SCV remotes. Shall be equipped with three (3) rear mounted SCV remotes with controls located conveniently to tractor operator.
- 14. <u>Secondary Hydraulic System</u>: In addition, the tractor shall be equipped with an open center hydraulic pump driven from front of engine crankshaft for operating the hydraulic driven sickle mower specified in paragraph 25. Pump furnished shall have a minimum capacity of 15 GPM. Shall be complete with reservoir, pump, pump drive, control valve, hoses, fittings, etc.
- 15. <u>3-Point Hitch</u>: Category 2 with a manufacturer's advertised minimum lift capacity of 4,850 pounds at 24" behind hitch lift balls. Hitch shall have adjustable sway bars/chains with a category 2 quick hitch. Quick hitch shall be of a one-piece electrically welded design, removable, with no welding or modifications needed to tractor 3-point hitch for installation. Quick hitch lift capacity shall meet or exceed manufacturer's rated hitch lift capacity.
- 16. <u>Drawbar:</u> Shall have manufacturer's regularly furnished swing type drawbar.
- 17. <u>Front Wheels and Tires</u>: Shall have manufacturer's regularly furnished MFWD front wheel and tire size compatible with rear tire size. Tires shall be radial type with a R-1W tread with a tread pattern that matches rear tires.
- 18. <u>Rear Wheels and Tires</u>: Shall have 30" diameter rear wheels. Rear tires shall be no less than 18.4R30 radials or 460/85/R30 radials and shall have R-1W tread. Wheels furnished shall be suitable for highway mowing applications which include side slope or hillside operations.

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- 19. <u>Front Mounted Weight Bracket</u>: Shall have the ability to add additional weight to the front end of tractor. Tractor shall be furnished with a bracket or mount which will allow additional weights to be easily added or removed.
- 20. Seat: Adjustable suspension seat equipped with arm rests and seat belts.
- 21. <u>ROPS</u>: Tractor shall be equipped with a flat floor open station and ROPS with <u>steel or aluminum canopy</u> per SAE J1194. Cab and glass type enclosures will not be accepted.
- 22. <u>Lighting</u>: Shall be equipped with front and rear facing work lights and road travel warning lights regularly furnished by manufacturer.
- 23. Weight: No less than 7,700 pounds without additional weights or liquid ballast in tires.
- 24. Color: Manufacturer's standard color is acceptable.
- 25. <u>Remote Monitoring System:</u> Unit shall be equipped with an integrated factory installed remote monitoring system which interacts with electronic system controls. System shall offer the following capabilities as a minimum:
 - a) System shall be capable of monitoring and storing electronic data produced by the machine.
 - b) Unit shall be equipped with cellular communication capability for the transmittal of collected data.
 - c) This data shall be accessible to designated employees of the department for review from any internet connection. All data shall be in real time.
 - d) Data collected by this system shall be stored by the manufacturer for a period of not less than (1) one year (twelve months). This historical data shall be accessible to designated employees of the department for review from any internet connection.
 - e) The system shall be capable of notifying the manufacturer/dealer and ARDOT personnel in the event a fault code is generated by a component of the machine. If the code is a priority code (immediate attention required, such as low engine oil pressure, low coolant, high coolant temperature, hydraulic pressure, etc.) the manufacturer/dealer will immediately contact ARDOT personnel to verify receipt of message.
 - f) System shall be capable of allowing remote access by technicians for the purpose of diagnostic trouble shooting and software updates.
 - g) Unit shall be capable of showing the exact location of the machine as a street address and GPS coordinates.
 - h) Shall be capable of showing hour meter reading in real time and have the ability to notify maintenance personnel when service is due. ARDOT personnel shall have the capability to set service parameters in the system for each unit.
 - i) System shall be capable of generating the following reports as a minimum.
 - (1) Unit tracking
 - (2) Idle time
 - (3) Machine usage
 - (4) Engine fuel burn
 - j) System shall allow designated ARDOT personnel the ability to establish geo-fencing and curfew parameters for each unit.
 - k) The subscription for this package shall be provided to the ARDOT free of charge for a minimum of (3) three years (36 months). The manufacturer's dealer representative shall provide training and demonstration of system to ARDOT personnel at time of delivery.
 - The remote monitoring (GPS) system shall be activated and operational at the time of delivery. The manufacturer's dealer representative, shall provide documentation certifying the equipment's GPS system has been registered to ARDOT and is fully operational and online.
- 26. <u>Hydraulic Mowing Attachment</u>: Shall be a tractor mounted sickle bar mowing device. The unit shall be hydraulically powered and positioned. Hydraulic power shall be supplied by pump and hydraulic system specified in Paragraph 14. Mower attachment shall be heavy duty industrial type of rugged construction suitable for cutting small brush and heavy weeds. Mower shall be completely installed on tractor specified above and fully operational at time of delivery. All hardware, hoses, pins, safety equipment and accessories not specifically described but needed for operation of mower shall be included.

- a) <u>Cutter Bar and Knife</u>: The cutter bar shall be 6' in length and equipped with a series of 3" wide heavy duty rock guards. The cutter bar shall be full floating permitting the inner shoe to follow the terrain contour. The sickle knife shall be equipped with heavy duty sections. Three (3) complete sickle knives (with heavy duty sections) shall be furnished with each mowing attachment.
- b) <u>Hydraulic Motor</u>: Shall be mounted on the cutter bar and directly coupled to a gear-drive planetary type cutter drive unit. There shall be no belt drive on the unit. The hydraulic motor shall be operated from a control readily accessible to the operator and shall be reversible, in any cutter bar position, to clear the knife if plugged.
- c) <u>Hydraulic Controls</u>: The cutter bar hydraulic controls shall be located near the operator. The controls shall be capable of operating two cylinders which position the cutter bar at angles ranging from no less than 75° below to no less than 90° above horizontal and from no less than 2" below grade to no less than 10" above grade while in horizontal cutting position. The hydraulic circuit shall be capable of supplying full system pressure to the cutter bar motor while the position controls are operated.
- d) <u>Sickle Knife Relief</u>: A relief valve shall be provided in the hydraulic circuit to protect the sickle knife and other mower components from damage if the knife jams.
- e) <u>Safety Breakaway</u>: The cutter bar shall be equipped with a safety release allowing bar to swing back when striking an obstruction. Bar shall automatically return to normal position without the need of operator attention. Shall include a shock absorber or similar device to allow for soft return to position.
- f) <u>Transport Lock</u>: Shall be equipped with a mechanical safety transport lock, which removes the load from the hydraulic cylinders.
- g) <u>Mounting</u>: The mower shall be mounted on the right side of tractor between front and rear wheels to provide maximum visibility for operator.
- 27. <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) Hydraulic mowing attachment and all associated components purchased under this specification shall be warranted against defective parts and workmanship for a minimum period of twelve (12) months (365 days) from date unit is placed in operation by ARDOT.
 - b) Warranty shall include all parts, labor and transportation costs to the location of equipment.
 - c) If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.
 - d) Warranty repairs are to be performed by any authorized dealership of the manufacturer; however, the successful bidder will be ultimately responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.
 - e) Warranty repair action shall begin within five (5) working days after notification for the need of warranty repairs; and repairs should be completed and the unit returned to ARDOT within fifteen (15) working days after notification (unless prior arrangements have been made with ARDOT personnel).
 - f) 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.
 - g) 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.