



State of Arkansas
 OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-17-0092	Buyer: John Leverett
Commodity: Tandem Axle Tractor Truck Agency: Arkansas Forestry Commission (AFC)	Bid Opening Date: March 13, 2017
Date Issued: February 23, 2017	Bid Opening Time: 1:00 pm Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation Individual Sole Proprietorship Public Service Corp
 (check one):

Partnership Corporation Government/ Nonprofit

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TYPE OF CONTRACT:	Firm
CONTRACT PERIOD:	N/A
AGENCY P.R. NUMBER:	1000773863

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American____ Hispanic American____ American Indian____
Asian American____ Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that **must** also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.
3. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it **must** be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
4. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
5. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
6. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that **must** be submitted with a bid, shall be grounds for rejecting a bid.

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7. **ANTICIPATION TO AWARD:** After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

8. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and **must** be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
9. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
10. **CURRENCY:** All bid pricing **must** be United States dollars and cents.
11. **LANGUAGE:** Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 **INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Forestry Commission (AFC) to obtain pricing and a contract for one (1) tandem axle tractor truck.

1.2 **ISSUING AGENCY**

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, John Leverett at 501-683-2222 or email: john.leverett@dfa.arkansas.gov

1.3 **CAUTION TO BIDDERS**

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person(s) named herein will initiate all contact.

Vendors must submit one (1) signed original IFB response on or before the date specified on page one.

2. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids **will** be rejected for one or more reasons not limited to the following:
- Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - Failure to sign an Official Bid Document.
 - Failure to complete the Official Bid Price Sheet.
 - Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - Failure of any proposed goods or service to meet or exceed the specifications.

1.4 **BID FORMAT**

Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response **must** not constitute the entire response and vendor **must** identify the specific page and paragraph being referenced.

1.5 **TYPE OF CONTRACT**

Firm

1.6 **PAYMENT AND INVOICE PROVISIONS**

All invoices should be forwarded to:

AAD-Forestry Commission
Pia McDonald
1 Natural Resources Drive
Little Rock, AR 72205

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by Arkansas Forestry Commission (AFC). The State may not be invoiced in advance of delivery and acceptance of any vehicle. Payment will be made only after the contractor has successfully satisfied AFC as to the goods purchased. Vendors should invoice AFC by an itemized list of charges. **Purchase Order Number should be referenced on invoice.**

Selected vendor **must** be registered to receive payment and future bid notifications. If you are not a registered vendor, you may register on-line at <https://www.ark.org/vendor/index.html>

1.7 RECORD RETENTION

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and **will** be the sole point of contact with regard to all commodities, services and support.

If any part of the work **must** be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONDITIONS OF CONTRACT

The successful bidder **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.12 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but **shall not** be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.13 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract.

1.14 PUBLICITY

News release(s) by a vendor pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.15 AWARD CRITERIA

Award **shall** be made by line item to the lowest responsive, responsible bidder meeting minimum specifications.

Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.16 DELEGATION AND/OR ASSIGNMENT

The vendor **shall not** assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor **shall not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.17 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the goods being bid. Bid pricing **must** be valid for 90 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE

1. The State **will not** be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve contract completion **shall** be borne by the bidder.

1.18 DELIVERY

FOB DESTINATION: BID PRICE MUST INCLUDE ALL SHIPPING AND HANDLING COSTS.

Deliver to:

AAD-FC Rural Fire Protection
Attn: John Blackburn
20 Industrial Blvd.
Greenbrier, AR 72058

The agency requests delivery within ninety (90) calendar days after receipt of the order. If this delivery date cannot be met, the bidder **must** state the number of days required to place the commodity in the ordering entity's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the state.

Delivery _____ calendar days after receipt of order.

All deliveries **must** be made during normal State work hours and within the agreed upon number of days unless otherwise arranged and coordinated with AFC. The vendor **shall** give AFC immediate notice of any anticipated delays or plant shutdowns that **will** affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by AFC, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

1.19 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

1.20 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) shall be made within thirty (30) days of receipt. Arkansas Forestry Commission, State agencies, universities, and cooperative purchasing program participants shall have the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the purchasers for such returns.

SECTION 2 – TANDEM AXLE TRACTOR TRUCK SPECIFICATIONS

Minimum Specifications for Item 1: Tandem Axle Tractor Truck, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS.

SCOPE

This will be a firm contract for one (1) tandem axle tractor truck for AAD-Forestry Commission. The truck offered shall be new and the latest model in current production and shall be of good quality as to workmanship and material used.

Item 1

TANDEM AXLE TRACTOR TRUCK - DIESEL POWERED

A. Tractor Truck must have minimum 52,000 lb. G.V.W rating, or GCVW rating of 80,000 lb.

B. General:

Trucks furnished under this specification shall be a new model, of the manufacturer's current design and construction, and shall contain all tools and equipment normally furnished as standard, unless otherwise specified herein. The truck delivered shall be completely assembled and adjusted for immediate operation. The truck shall be subject to inspection and acceptance by a state inspector. A complete set of manuals to include operator's manual, service and lubrication guidelines are to be included with truck. One technical manual is to be furnished, also. A copy of the warranty and a listing of all replaceable filters used on the vehicle are to be included with the truck. Warranty will also include 5 years or 500,000 miles on engine, including injectors, water pump, turbo and drive train.

C. Vendor Information:

Truck is to be used in transporting Federal excess property and fire-fighting equipment from military installations and fire departments throughout the Eastern half of the United States to the Rural Fire Protection facility in Greenbrier, Arkansas for the benefit of rural communities throughout Arkansas. The truck must meet or exceed the following specification requirements.

D. Basic Requirement:

Transport tractor truck, conventional cab 52,000 pounds G.V.W. rating.

ENGINE:

Minimum, Detroit 15.6L DD16, inline 6 cylinder, 50 State 600 HP @ 975 RPM electronic feature default speed. 1850 lb-ft torque @ 975 RPM, 600 peak HP (Max) or approved equal.

ENGINE EQUIPMENT:

Radiator:

Must be heavy duty and compatible for cooling 600 HP engine.

ENGINE COMPRESSION BRAKE

BLOCK HEATER ENGINE:

(Phillips) 120 volt, 1500 watt or approved equal

FAN DRIVE:

(Borg-Warner K26) with on/off control and manual/auto switch inside cab or approved equal

AIR COMPRESSOR:

Minimum, 18.7 CFM

AIR CLEANER:

Must be heavy duty and under hood

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ALTERNATOR:

(Leece-Neville BLP203H) brushless 12 volt 140 amp. capacity, pad mounted, or approved equal.

JUMP START STUD:

Remote mounted

STARTING MOTOR:

(Leece-Neville MS2) 12 volt with thermal over-crank protection, or approved equal.

BATTERIES:

12 volt group 31 THR 1950CCA

CLUTCH:

(Eaton Fuller Solo or approved equal) easy-pedal, two-plate, cast angle spring ceramic, 15.5" diameter, soft clutch 7-spring damper, mechanical pull type control with adjustment free feature. Must meet specification for 600 HP engine 1850 lb-ft torque @ 975 RPM.

CLUTCH BRAKE:

Torque limiting

EXHAUST SYSTEM:

Horizontal muffler with vertical dual tail pipes mounted on cab. Must be clear cab to axle.

FUEL FILTER AND OIL SPIN ON:

With full flow oil filter

COOLANT FILTER:

Heavy duty cooling with antifreeze to -40 degrees fahrenheit

COOLANT HOSE:

Gates Blue Stripe hoses or approved equal

CONSTANT TORQUE CLAMPS:

For coolant hose 1-3 in diameter

TRANSMISSION AND EQUIPMENT:

Manual transmission:

(Fuller or approved equal) 10 speed manual with overdrive, with air shift, with internal lube oil pump. Must be capable for 600 HP engine 1850 lb-ft @ 975 RPM.

OIL COOLER MANUAL TRANSMISSION:

Air to oil type

TRANSMISSION OIL:

(Emgard 50W) synthetic 22 thru 33.99 pints

FRONT AXLE AND SUSPENSION:

(Dana Spicer):

Minimum 12,000 lb capacity with shock absorbers, set forward, no set back axle accepted. Or approved equal.

BRAKES FRONT:

Air Cam S-Cam: 15.0 in x 4.0 in

POWER STEERING

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FRONT BRAKE LININGS:

Non-Asbestos

FRONT AUTO SLACK ADJUSTERS

MAINTENANCE FREE FRONT SPRING BUSHINGS

REAR AXLE AND SUSPENSION:

Rear Air Tandem:

(Dan Spicer or approved equal) 40,000 lb capacity with 3.55-3.58 gear ratio

SUSPENSION, REAR AIR TANDEM:

40,000 lb Capacity with 52 in axle spacing, 9.25 in ride height, with shock absorbers

BRAKES REAR:

Air cam, S-cam 16.5 in x 7.0 in with parking brake, rear auto slack adjusters

REAR BRAKE:

Dust shields

MAIN DRIVE LINE:

Heavy duty

AXLE REAR LUBE:

(Engard 75W-90 or approved equal) synthetic oil

REAR BRAKE LININGS:

Non-asbestos

AIR SUSPENSION DUMP VALVE:

Manual dump valve with indicator lights, gauge, and buzzer

BRAKE SYSTEM EQUIPMENT:

Brake Package:

Air with color coded lines

Air dryer with heater (Bendix AD-9) or approved equal

Air tank drain valves with cables

AIR RESERVOIRS:

Steel

AIR DRYER:

(Bendix AD-9 or approved equal) with heater

AIR BRAKE ABS:

(Bendix Antilock Brake System or approved equal)

BRAKE SYSTEM:

Air dual system for tractor applications

WHEELBASE:

230 in to 250 in

(C.T.): 95 in to 100 in from back of cab to center of rear tandems

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FRAME:

Heat alloy steel, (120,000 PSI Yield) heavy duty to meet minimum requirements of specifications

END FRAME:

Tapered

CHASSIS EQUIPMENT:

Bumper:

Standard, full width

TOW HOOK FRONT:

(2) Frame mounted

FIFTH WHEEL AIR SLIDE:

24 in slide, 7.75 in above top of frame, left hand roadside release, located on rear axle center line

MUD FLAPS HOLDER:

Spring loaded, painted black

MUD FLAPS REAR:

Black rubber, anti-sail

STEPS:

(2) Mounted left and right on frame behind cab

QUARTER FENDERS:

For rear wheels, frame mounted

FUEL TANKS AND EQUIPMENT:

(2) Non-polished aluminum 120 gallons each, total capacity 240 US gallons, with dual supply and return lines, mounted left and right under sleeper

FRONT TIRES, HUBS AND WHEELS:

Wheels:

Front disc, 24.5 in powder coated steel, 10 stud, hub piloted, flanged nut, 8.25 DC rims with steel hubs

Tires:

Front 285/75 R24.5 G395 LHS (Goodyear or approved equal) load range G, 14 ply

REAR DRIVE TIRES, HUBS AND WHEELS:

Wheels:

Rear dual disc 24.5 in powder coated steel 10 stud, hub piloted, flanged nut, 8.5 DC rims with steel hubs

Tire Rear:

285/75 R24.5 G372 LHD (Goodyear or approved equal) Load Range G 14 ply.

CAB EXTERIOR:

Cab:

Conventional aluminum, low-roof sleeper cab, minimum 51 in seat to inside back of cab, with cab rear air suspension and with under bunk storage

Paint Type:

Base coat clear coat, polyurethane white

Bug Screen:

Front end, mounted behind grille

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FRONT END:

Tilting composite, with hood tilting assist

RUNNING LIGHTS:

(2) Daytime

FOG LIGHTS:

(2) With inside control

AIR HORNS

(2)

MARKER LIGHTS:

LED

HEAD LIGHTS:

Halogen

STOP/TAIL/TURN LIGHTS:

LED with backup lamps at end of frame

TURN SIGNAL FRONT LAMPS:

LED

PRIMARY MIRRORS:

Break away left and right side, rectangular 16 in x 7 in West Coast type; heated, accommodates trailer up to 102 in wide, left hand and right hand motorized includes convex mirror, each side

MIRRORS:

Convex, hood mounted, 8 in diameter, left and right of hood

CAB INTERIOR:

Premium Level Vinyl Interior:

All interior sheet metal must be covered with insulated cab for driver comfort and better noise level control.

Door Windows:

Tinted

Power Window:

Both side electric

Windshield:

Single piece, tinted

Air Conditioner:

With integral heater and defroster must have fresh air filter.

Windshield Wiper Control:

Single electric wipers, motor with delay

Cab Rear Suspension:

Air bag type

Interior Lights:

Dome light activated LH door with map reading lights

Seat Belts:

3 Point driver and passenger retractors

Seats Driver and Passenger:

Air suspension, high back, vinyl boxing with cloth facing, (2) arm rests, each with driver comfort adjustments

Floor Mats:

Cab and sleeper, rubber

MUST HAVE DOOR MANIFEST POCKETS

INSTRUMENT PANEL AND CONTROLS:

Speedometer:

Electronic mph with secondary kph scale, with odometer and trip odometer and engine hour meter

Tachometer:

Electronic 3000 rpm

Digital Voltage Display:

Integral with driver display

Gauge:

Oil temperature manual transmission

Gauge:

Oil temp., rear axle

Gauge:

Oil temp., engine

Gauge Temperature Ambient:

Includes compass readout and wiring, and sensor with display unit mounted in cab header

Gauge Package:

Instrument cluster

Low Air Pressure Warning:

Light and buzzer

Air System Pressure Gauge:

Dual needle primary and secondary

Air Restriction Indicator:

Intake mounted

Diagnostic Interface Connector

Fuel Level Gauge:

Electric

Coolant Temperature Gauge:

Electric

Gauge:

Engine oil pressure

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Gauge:
Load indicating for use with rear air suspension

Gauge Manifold Pressure:
Data link driven

RADIO:
AM/FM premium stereo with CD player, weather band with multiple coaxial speakers

SPEAKER IN SLEEPER:
(2) Coaxial in lieu of dual one speakers

SPEAKER AUXILIARY:
CB radio with mounting and prep package, with jack for CB

ANTENNA BASE:
(1) Dual function for CB and entertainment radio with splitter, lead-in and dual function antenna mounted on left mirror

POWER SOURCE:
Cigar type receptacle without plug and cord

STEERING COLUMN:
Tilting and telescoping

All other standard equipment normally supplied by manufacturer.

Manufacturer's cut sheet(s), with specifications of unit being bid, should be included with bid response.

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OFFICIAL BID PRICE SHEET

ITEM	QTY	DESCRIPTION	Unit Price	Total Price
1	1	Tandem Axle Tractor Truck, New	\$ _____	\$ _____

Make & model bid: _____

STANDARD TERMS AND 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 State of Arkansas.

2. ACCEPTANCE AND REJECTION

The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

3. BID SUBMISSION

Bids **must** be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. PRICES

Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. QUANTITIES

Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES

Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. GUARANTY

All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. SAMPLES

Samples or demonstrators, when requested, **must** be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE

Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS

The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS

Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD

Term Contract: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.

Firm Contract: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT

The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS

The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

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15. DELIVERY REQUIREMENTS

No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE

The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT

All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY

The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING

The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY

Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS

The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT

Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. CLAIMS

Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

24. LACK OF FUNDS

The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION

In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE

The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or 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 bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. 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.