



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF CORRECTIONS
1302 Pike Avenue, Suite C
North Little Rock, Arkansas 72114

INVITATION FOR BID

SOLICITATION INFORMATION			
Bid Number:	DOC-25-005	Solicitation Issued:	September 25, 2024
Description:	3 Axle Tractor Truck		
Agency:	Department of Corrections		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	October 1, 2024	Bid Opening Time:	2:00 p.m., Central Time
Submissions for this Invitation for Bid must be submitted by email to DOC.RFP.IFB@arkansas.gov and listed below designating the IFB number and "Response" in the subject line of the email.			
Live IFB Opening Information			
TEAMS Link: Join the meeting now			
Meeting ID: 283 275 418 067			
Meeting Password: fTps52			
Dial-In Information: 501.244.3310			
Phone Conference ID: 916 496 295#			

DEPARTMENT OF CORRECTIONS CONTACT INFORMATION			
DOC Contact:	Heather Bailey	Contact's Direct Number:	501.353.9153
Email Address:	Heather.Bailey@doc.arkansas.gov		
Bid Posting Website:	Office of State Procurement – Other Procurement Units		

SECTION 1 – REQUIREMENTS

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Department of Corrections (DOC or Department) to obtain pricing and contracts for one (1) three (3) axle tractor truck.

1.2 CLARIFICATION OF SOLICITATION

- A. The Prospective Contractor should notify the DOC contact of any term, condition, or issue that precludes the Prospective Contractor from submitting a compliant, Responsive Bid. The Prospective Contractor should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- B. The Prospective Contractor may contact the DOC Contact with non-substantive questions at any time prior to the bid opening.
- C. Any oral statement by DOC will not be part of any contract resulting from this solicitation and may not reasonably be relied upon by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by DOC.

1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. “Bid Submission Requirement” means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- C. “Business Day” means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding [State Holidays](#).
- D. “Calendar Day” means every day on the calendar, including weekends and holidays.
- E. “Contractor” means a person who sells or contracts to sell commodities and/or services.
- F. The terms “Invitation For Bid,” “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- G. “Prospective Contractor” means a responsible bidder who submits a Responsive Bid in response to this solicitation.
- H. “Requirement” means a specification that a Contractor’s commodity **must** and/or service **shall** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms “**shall**” and “**must**” in the requirement.
- I. “Responsive Bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

- J. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

1.4 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. All Prospective Contractors **shall** be licensed by the Arkansas Motor Vehicle Commission as allowed by Arkansas Code Annotated §23-112-301 and §23-112-312.
- B. Prospective Contractors **shall** have on file with the Office of State Procurement a current copy of their Arkansas Dealers License issued by the Arkansas Motor Vehicle Commission. Prospective Contractors should submit a copy of their Arkansas Dealers License with their Bid Response Packet but **must** submit a current copy of their Arkansas Dealers License issued by the Arkansas Motor Vehicle Commission prior to Anticipation to Award or within three (3) Business Days of a request by DOC or any other State Department.
- C. At the time of bis submission, the Prospective Contractor **shall** have in place all facilities, staff, and other operations necessary for providing the new vehicles listed in this IFB to DOC.

1.5 PROSPECTIVE CONTRACTOR REQUIREMENTS

The Prospective Contractor **shall** abide by all bid pricing requirements as stated within this IFB and the *Bid Response Packet*.

1.6 SCOPE OF WORK

The DOC plans to purchase one (1) three (3) axle truck tractor or approved equivalent.

1.7 SPECIFICATIONS

- A. The vehicles **must** be new, and the latest model of proven performance, and in standard production by the manufacturer at the time of delivery.
- B. Optional equipment **must** be in addition to the Federal and State specifications for new vehicles.
- C. The vehicles **must** contain all standard items, normally included by the manufacturer, of the year, make, and model at no extra cost to the State.
- D. Features that come standard from the factory **must not** be deleted or charged as additional options.
- E. Pertaining to any specifications within the IFB which present approximate values, it is preferred that the Prospective Contractor exactly meets the number value(s) specified. However, if the Prospective Contractor does not meet the exact number values(s) specified, the Department of Corrections will have the final determination whether the bid will be acceptable.

1.8 MINIMUM SPECIFICATIONS

- A. At a minimum, the 2025 Volvo VNL62T, or approved equivalent, **must** include all of the following components or component equivalents approved by DOC.

Quantity Needed:	One (1) Truck Tractor
Year:	2025
Model:	Volvo VNL62T300 or approved equivalent
Series:	WH 50.5 Axle Position or approved equivalent
Base Model Information:	
Cab	Narrow Cab
Wheels	Basic Front Wheel Opening
	Exterior Bright Work, Level 2

	6 Wheels Thereof 2 Driving
	Tractor Type
	North American Concept
Steering Wheel	Left Hand Side position
Axles	2 Rear, 2 Driven, 1 Pusher
Width	2,590 MM or 102 Inches
	2,940 MM, Front Axle Pos.
Fuel	EPA (Only) for Volvo – 11L or 13L Diesel
Additional Information	
	Day Cab
	Hood Aerodynamics, Enhanced
	Base Model Standards
	Driver Comfort Package – VNL
	Bright Package
	Retail or Stock Custom Specifications
	Factory USA (NRV, Volvo)
	Interior Generation, 2
	Heavy Trucks (VN/NH)
	Volvo Long Nose 6*2 Tractor, North America
	Exterior Generation Five
	Long Hood length
	Conventional (N-Series)
Not Included:	
Light Weight Package	
Fuel Economy Package	
Alternative Drivetrain Concept Package	
Vehicle Adaptation	
	USA Territory Market Adaptation
	Linehaul / Long Haul / Regional Haul Service
	On Highway, Starting Grades <16%
	Tractor / Tanker Trailer
	Concrete Loading and/or Unloading Surface
	Semi-Trailer without Front Axles using Kingpin
	Green House Gas Complete Vehicle and Complete Certification
	English / Spanish Decals / Signs
	English Language
	Certification Labels, USA
	Green House Gas Highway Application
	DOT Complete Vehicle Certification
	Long Transport Cycle
	Well Maintained Surfaced Roads >95% Driving Distance
	36.0 Tonnes, Gross Combination Weight
	AMB Temp Hot, up to +40C Warmer Allowed 25 H/Year
	South-east Region
	US Dollars
	Tanker (Gas, Liquid, Slurry)
	Grades <3% during >98% of Driving Dist. Max Grade 8%
	Standard Normal Duty Warranty
	USA VGHT - Prod

Passive and Active Safety	
	Short Cab Version
	Park Brake Alarm, Alarm Sounds if Brake Off and Driver's Door Opened
	Close View Mirror, Side, Radius 400 MM
	Back-up Alarm
	6 Channel Traction Control
	Bendix Anti-Lock Brakes
	ESP Basic Package
	Seat Belt Reminder in Instrument, with Audio
	Air Bag, Basic Configuration
	Electronic Stability Control, Regulation FMVSS
	ABS 6 Sensors and 6 Modulators (Front and Rear Axles)
	Event Data Recorder
Engine	
	2.25 Degree Engine Crank Angle
	D13 455 HP 2100 RPM 1850 LBFT XE High-Torque EPA21
	Emission OBD, Display Only, USA2024
	Acceleration Limiting Feature, Disabled
	NOX Limits, 200MG/HPHR
	13 L Proprietary Engine
Fuel	Diesel
	Turbo Single Stage
Horsepower	455 HP
	VPT Engine
	2100 RPM, Governed Engine RPM
	1550-1850 LBFT Dual Engine Torque Range (2100 NM-2511 NM)
	VPT Engine Brake 6 Without EPG and Variable Geometric Turbo
	41 Deg. C ATB Cooling Capacity
	Engine Emission, Level USA2021
	Driveline Technology, Combustion
	Engine Fuel Concept Liquid Fuel
	Engine PTO Torque Capacity 650NM
	Gear Selection Tuning, Extended Down to 1150 RPM (Ext. OD)
	OBD Emissions, Consequence 1
	Turbo Basic Design
	Crank Case Ventilation Open Extended
	Exhaust Gas Recirculation, Cooled
Engine Equipment	
	Selective Catalyst Reduction, Horizontal RHS Integrated
	Electronic Viscous CSI Fan Clutch
	Extended Life Ethylene Glycol Anti-Freeze (Red Orange), -34
	Integrated DPS and SCR Mounted RHS Under Cab with Dual Vertical Stack
	12' 6" Chromed Stainless Steel Dual Stacks

	18.5 Gallon LH 26 Inch Semi-Rectangular, Frame Mounted
	Alternator Cable AMP Rating, Low (up to 165 Amps)
	Oil Life Monitoring System, Passive
	Alternator Manufacturer – Delco
	2 Cylinder, 900 L/Min Compressor
	Coolant Composition, Ethylene
	Fuel Filter without Water Heater
	AD-Blue Tank Mtg LOC, Frame Rail
	Narrow Radiator with Length 2 (90 DM2)
	Coolant Filter/Conditioner, Long Life, No Additives
	Engine Brake Activation, Basic
	Single Engine Mounted Fuel Filter
	Auxiliary Fuel Heater, Hot Recirculation
	Viscous Fan Clutch, Electric Controlled, Low Noise
	Behr Fan Clutch
	Davco FL Pro 488 Unheated, Black Band, 8 Micron Filter
	Hood Air Intake
	Tuned Out Extension
	Anti-Freeze -37C (-34F) Extended Life Coolant
	Chromed Stainless Steel Exhaust Stack
	Exhaust Direction, Vertical Dual
	Exhaust Heat Shield, Stainless Steel, Polished
	Exhaust Stack 3.8 Metre, Height Over Ground (12' 6")
	Selective Catalyst Reduction + DPF Integrated, Volvo Engine
	One Stage Air Cleaner (Primary)
	LHS Battery Box
	Diamond Plate – Bright Battery Box Cover
	4 Batteries, 760 CCA
	East Penn (DEKA) Battery
	Electrical System 12 Volt
	Electrical System Bridge Plan (86+ 70 Pins)
	Emergency Start Studs, Hex Jump Studs on All Battery Post
	AD-Blue Tank 70 Liter Left Hand Side
	12V Standard Starter Delco 39 MTHD
	Manual Main Switch
	Battery Box Normal
	12V 165AMP
	Heater Pipe Material Steel
	Diesel, Particulate Filter, Horizontal RHS Integrated
	Semi Rectangular Ad-Blue Tanks for Diam 66 Brackets
	Oil Sump Plastic
	Coolant Pump Speed Ratio, Variable
	Petroleum Oil in Engine
Transmission	
	Meritor RPL25HD, Permalube U-Joints with Half-Round Yoke
	Volvo Sachs 17" Single Plate Dampened Organic for I-Shift

	Volvo I-Shift ATO2612F, 12 Speed
	Comprehensive I-Shift Transmission Electronics
	Hill Start Assist, All Wheels and Trailer
	Transmission Output Torque Smooth Duty Application
	Single PTO Transmission
	Trans. Perf. Mode, Enabled, with Auto Return to Economy Mode
	Trans. Kick-Down Mode, Enabled
	Transmission, Eco-Roll
	Transmission, Eco-Roll Control, Stalk (Stalk Only)
	Transmission PTO Functions Basic
	Transmission Oil Properties 10 STD 1273, 19
	Minimum Required Prop Shaft (KAX), Props-L
	Basic, Learning by GPS Positioning
	Drive Mode, Balanced and Economy
	Rear PTO Trans., Flange, Low Speed
	Propeller Shaft Manufacturer, Meritor RPL Series
	As Required ACC. To Volvo STD
	Prop Shaft, No End Unit – Component Provided
	Highest Gear Ratio, 0.78
	2 nd Highest Gear Ratio, 1.00
	Transmission Application Basic
	1 (Single) Plate 17" (430MM), Organic, B Version
	Sachs Clutch
	Mechanical Transmission
	Automatic Gear Shifting
	Gear Shift Lever, High, I-Shift
	VPT Automated Transmission 2600NM Overdrive
	VPT Transmission
	Mec. Tran. Oil Cool, Wat./Oil, High Perf. Vers 2, GearB.Mount
	Rated Clutch Torque 2600NM (1920LBFT)
	AMT Vocation Option Basic
	Transmission Auto Neutral on P-Brake
	The Comprehensive Variant
	Synthetic Oil in Transmission 75W-90
Not Included:	
Interaxle Propshaft	
Vocation	
Fuel Sense Package	
Allison Input and Output Package	
Programmable Features	
	Optimized Fuel Economy Indicator, Sweet Spot
	DPF Reg Control, Auto in Motion, Man Stat, Inhibit Allowed
	Green House Gas Soft Top Factor, 0 minutes
	GHG Speed Limiter Expiration Mileage 0 miles
	GHG Automatic Engine Shutdown Allowable Idle 0 hours/year
	GHG Automatic Engine Shutdown Expiration Mileage 0 miles

	1000 Maximum Engine Speed at 0 MPH
	Engine Load Limit in PTO to Allow Idle Shutdown 30%
	With RSL Control Type Soft (3KM/H Uphill and Flat Conditions)
	113 KM/H Pedal Road Speed Limiter (70 MPH)
	Idle Emission Label Location, Cab
	Ambient Temp Max Threshold, 27 Deg D, (80 Deg F)
	Min Cruise, 32 KPH (20 MPH)
	Eng Brake Engage in Cruise, 5 MPH, Above Set Speed
	PTO Engine Max 650 RPM
	PTO Engine Resume 659 RPM
	Vehicle Overspeed, All Cond., Time Log if Above 87 MPH (140 KMH)
	121 KM/H Road Speed Limiter (75 MPH)
	With Cruise Control Soft (3 KM/H Uphill and Flat Conditions)
	Max Cruise, 121 KPH (75 MPH)
	Engine Protection (Shutdown)
	Idle Control, Basic
	Low Gear Vehicle Limiting Feature
	Low Gear Vehicle Limiting Speed 105 KM/H, 65 MPH
	Pre-Trip Diagnostics Inspection, Basic
	Idle Emission Certification, EPA 24
	Engine Idle Shutdown, Disable
	Engine Idle Cooldown, Enable
	Ambient Temp Min Threshold 7 Deg C (45 Deg F)
Front Axle	
	Aluminum Preset Hub, Front with Integrated Spindle Nut
	Synthetic Oil, Shell 75W90 Front Axle Lubricant
	Premium Hub Oil Seal, Front
	Volvo VF12 12.5K Front Springs
	59" Parabolic Leaf Front Suspension
	Front Brake Volvo Disc
	Front Wheel Brake Manufacturer, Proprietary
	Steering Gear, Ratio 18.2, Fixed
	Power Steering System Single
	Parabolic Spring (Normal Stiffness) Front
	Leaf Suspension, Front
	Front Stabilizer Stiffer than Normal
	Low Ground Clearance – High Offset
	Front Axle, Basic
	Front Axle Load 5.7 Tonnes (12500 lbs.)
	Front Axle
	1 * 5.7 Tonnes, Front Axle
	1 Front Axle, 0 driven
	Lubricated Suspension Pins and Bushings
	Brake Shoe Coating Front, Basic
	Spindle Nuts, Front, Integrated
	Brake Lining Material, Front, TMD TX7400N
	Steering Shaft Greaseable
	Front Wheel Brake Lube Standard Maint. Period

	Front Axle Lubrican Type, Synthetic Oil
	Brake, Front, Disc Light Weight
	Front, Disc Brake Diameter 430MM
	Front Brakes without Dust Shields
	Front Wheel Brake Type, Disc (L Brake)
	Front Axle Lubrican Manufacturer, Shell
	Front Axle Lubricant Grad, 75W-90
	Sales Model has one (1) Front Axle Installed
	Brake Regulation, Stopping Distance 76M (250 Ft.
Rear Axle	
	Aluminum Preset Hub, Drive with Integrated Spindle Nut
	Synthetic Oil, Shell 75W90 Drive Axle Lubricant
	Drive Hub Seal, Premium
	S23-175 (HD HSG SelectTrac 23,000 lb. capacity, Dana Spicer
	Volvo Smart Suspension Basic – Manual Standby
	20,000 lb. Volvo Air Susp. – 6x2
	Brake Pneumatic Pressure Control, Central
	Rear Axle Casing Width, Medium
	Four Park Chambers WABCO Disc
	Rear Brake Volvo Disc
	Volvo Brake Adjuster Front, Rear and Pusher
	Rear Axle Temp Sensor Port
	Rear Wheel Brake Manufacturer, Proprietary
	Rear Suspension Height Standard
	Air Spring, Rear
	Rear Suspension System, Air
	Shock Absorber, Rear
	Electronic Control System, Levelling Device
	Rear Axle Load 9.1 Tonnes (20,000 lbs.)
	1 Axle, 1 Drive, 2 Air Low Weight
	Brake Shoe Coating Drive, Basic
	Brake Lining Material, Drive, TMD TX7400N
	Spindle Nuts, Main Axle, Integrated
	Front Brake Chamber 22SQ Inches (Service)
	Rear Axle Lubricant Type, Synthetic Oil
	Rear Wheel Brake Lube Standard Maintenance Period
	Rear Axle Lubricant Manufacturer, Shell
	Ratio 2.85, Rear Axle
	Full Diff Lock (Interaxle and Inter-wheel) for All Axles
	Front Brake Adjustment, Automatic Proprietary
	Rear Brake Adjustment, Automatic Proprietary
	Brake, Drive Rear, Disc Light Weight
	Rear, Disc Brake Diameter 430MM
	Rear Drive Brakes without Dust Shields
	Auxiliary Park, Two Extra Parking Brake Chambers
	Basic Length Stroke
	WABCO Park Brake Chamber
	Rear Brake Chamber 24 / 24 SQ Inches (Service / Emergency)
	Rear Wheel Brake Type, Disc (L Brake)

	Front Brake Chamber Manufacturer, WABCO
	Automatic Brake Adjustment
	Pusher Brake Adjustment, Automatic Proprietary
	Rear Axle Lubricant Grade, 75W-90
	Drive Axle, Basic
	Single Reduction Rear Axle, Eaton
	Solo Axle Single Red, 10.5, GCW 52T (S23-175)
	Rear Axle Casing, Heavy Duty
	Sales Model have one (1) Rear Axle Installed
Chassis	
	Steel Intermediate Crossmember
	Air Tank Arrangement, Basic
	DPF Cover Stainless Steel, Polished
	Basic Rear Fender Height (Default)
	Frame Treatment, Heat Treated and Quenched
	Intermediate X-MBR Config., Basic
	Aluminum Air Tank, Polished
	AD-Blue Tank Cover, Bright Finish
	LH Fuel Tank Front Face @ XM=4957
	Manual Drain Valves, Lanyard on Wet Tank
	Air Dryer, Desiccant 1 Cartridge, Pneumatic
	Chassis Wiring Harness Casing, Heavy Duty
	Ackerman Setting 2 WB. (4827-5842 MM) (191-230 US Inches
	WABCO Air DR SS-HP without T Cut Off Valve, W Coalesc FLT
	Frame Flange Width 90MM
	Tapered Cut Treatment, Rear Frame
	Steel Forward Rear Susp. Crossmember
	7 MM Thick Frame
	Low Frame Rail Height (266 MM)
	Rear Frame Length, 845 MM
	Crossmember, Bogie, Steel
	XM=8490 MM, Rear Axle Pos.
	Bumper Reinforcement
	Bumper Mounted STD Position at End of Frame Rails
	Fuel Tank Position 1
	Basic Mudflap Bracket Location
	LHS Fuel Tank, 475L (125 US Gallons)
	Fuel Hoses, Basic
	Fuel Tank, Round, Diam. 660 MM (26")
	Single Mounted Fuel Tank (L Fuel or R Fuel)
	Fuel Tank Material, Polished Aluminum
	Non-Lockable Fuel Tank Cap
	Stainless Steel Fuel Tank Straps
	Zone Package Left Front 5010 MM
	Zone Package Right Front 4850 MM
	219" Wheelbase
	33" Overhang
	10.47" x 3.54" x 0.28" Straight Steel Rails
	Cab Skirt Extended

	Bumper, Stainless Clad Aluminum Aerodynamic, Bright Finish
	Two Towing Devices, Front
	Zone Package, Above Frame Rail 5670 MM
	Front Mudguard Extension, Basic
	Quarter Fender, Stainless Steel with Logo
	Mudflap Hanger, Proprietary Angle Internal Spring Polished
Not Included:	
Hydraulic Oil Tank	
Flow Below Aerodynamic Devices	
Transport Adaptation	
	Rear Deck, Low Profile (US=20")
	2 Valves, Trailer Break
	Frame Mounted Trailer Brake Connection
	Dual Brake Power, Trailer Electrical Cable
	Standard Hose Tender Position
	Fuel Pressure Trailer Brake Control
	1206 MM (47.5") Ground to 5 th Wheel Top Height
	Electrical Complete Kit for Body Builder and/or I-Shift PTO'
	Steel Fifth Wheel Angles
	Jost Air Slide Low Lube LH Release
	Trailer Brake Hose, Hose Tender
	Detachable Electric Cable, Trailer Brake
	TRL BRK Hose Straight Long 15" (4570 MM) Spiral Wrap
	400 MM in Front of Rear Axle
	Fifth Wheel MTG. Adjustable (Air Slide)
	2" (50 MM)
	Jost, Fifth Wheel Low Maintenance
	Long Slide Length, 24" Slide
	LH Fifth Wheel Release
Cab Exterior	
	Windscreen Wind Deflector, Basic
	Exterior Badges and Emblems
	Wiper Blade, Basic
	Hood MTD Mirror, Both Sides, Aerodynamic, Chrome
	Bug Net, Single, Behind the Grille
	Air Horn, Chassis Mounted
	Flat Ext. Mirror with Convex, Aerodynamic Version 2, Chrome
	Heated, EL. Operated Ext. Mirrors, Both Sides
	Exterior Sun visor, with Integral Roof Lamps
	Aerodynamic Devise, Cab, Side Extension Long
	Air Intake Grille, Bright Finish
	Auxiliary Rear Window – Fixed
	Bright Grille (Chrome Plated)
	Air Cab Suspension Rear, Mechanical Suspension Front
Cab Interior	
	Trip Meter, Two Trips
	Miles/Hour, Kilometer/Hour, Speedometer Graduation

	Safety Belt Driver Seat, Orange
	Safety Belt Passenger Seat, Orange
	First Option Language – English
	Second Option Language – English
	Device Mounting Preparation, Instrument Panel
	Graduated, On Filter
	Driver's Seat Upholstery Vinyl Sides, Cloth Cushions
	Steering Wheel Material, Leather
	Instrument Cluster Generation 2
	Adjustable Steering Wheel, 3 Motions
	Instrumentation, High Performance
	Interior Trim Package 9 Light, Mid-Level (Woven Fabric)
	Standard Width, High Back, without Belt in Seat
	Standard Width, High Back, without Belt in Seat
	Drive Seat Comfort, 2 Lumbar Chamber Air ADJ Massage
	Seat Belt Size, Basic
	Doghouse, One Piece
	Seat Armrest, Driver Both Sides of Seat
	Driver's Seat, Air Suspended
	Internal Sun Visor on Driver Side (Above the Door)
	Electronic Controlled Climate Control Air Condition
	One Radio Shelf Unit (Above DR) + One Storage Unit (Above Pass)
	Driver Seat – X5 Black Vinyl / Cloth
	Pass Seat – X1 Black Vinyl
	Mid-Level Woven Fabric 9 Light
	Ten Gauge Instrument Cluster
	Seat Support, Dust Cover, Driver Side
	Seat Mfg. and Series, Driver, National Generic
	Driver Seat Upholstery Color, Black
	Seat Mfg. and Series, Passenger, National Generic
	Passenger Seat Upholstery Color, Black
	Diameter 450 MM Steering Wheel
	Floor Mat, Basic, Both Sides
	Fixed Passenger Seat, Integrated Storage Box
Lighting	
	Instep Lamp on Door
	Working Lamp Technology, LED
	Fifth Wheel Lamp White Dual Recessed
	Series 60 Multi – LED Tail Lamps
	White Fog Lamp
	Two Driving Lamps
	Self-Canceling Turn Signal
	Headlamps, LED, DRL Signature
	Day Running Light
	Tail Lamp Bracket, USA
Audio System	
	Interrupter Switch, Roof Lamps
	Antenna, Radio, Mirror MTD, Right, 48" Length
	Audio Unit, Basic Level

	With Steering Wheel Switches
	Satellite Provider, Sirius XM
	AM/FM/MP3/USB/Bluetooth/Sirius XM Satellite Radio
	Mirror MTD Antenna CB, Left, 48" Length
	Speaker Location, Dashboard, Door and Rear/Sleeper
	Audio Integrated Hands-Free Phone, Bluetooth
	Audio Communication Connector, USB Audio
	Aux. Line in Connector in Audio
	CB Mounting, Overhead
	Satellite Antenna
Misc. Cab Equipment	
	4 Keys Provided per Truck (Ignition and Door Locks)
	Fire Extinguisher Manufacturer, Generic
	Wiring for One Auxiliary Switch
	Fuel Permit Plate
	Hand Fire-Extinguisher 3 KG, English Decal
	Three Warning Triangles
	Keyed Alike 1
	Electrical Window Lift, Both Doors
	Cab Door Lock, External Remote Control
<u>Not Included:</u>	
Auxiliary Power Unit/Climate System	
Wheels and Tires Front (Tires and Wheels Front)	
	Two Wheels and Tires Front
	Four Wheels and Tires Drive
	Four Wheels and Tires Auxiliary Axle
	Wheel Trim Color Front, Chrome
	R213 Ecopia, Front Tire Tread, Bridgestone, Long/Regional Haul
	M713 Ecopia, Drive Tire, Bridgestone, Long/Regional Haul
	M713 Ecopia, Trialing Tire, Bridgestone, Long/Regional Haul
	130 PSI Front wheel Pressure Rating
	110 PSI Front Tire Pressure Rating
	130 PSI Rear Wheel Pressure Rating
	110 PSI Rear Tire Pressure Rating
	130 PSI Auxiliary/Tag Wheel Pressure Rating
	110 PSI Auxiliary/Tag Tire Pressure Rating
	Wheel Trim Package Auxiliary Axle Hub Covers, 1-Piece
	Wheel Trim Color Drive, Chrome
	Wheel Trim Color Auxiliary Axle, Chrome
	Drive Wheel Studs, Long
	Wheel Finishing Rear, Polished
	Wheel Finishing Front, Polished
	Basic, 10 Hand Holes Wheel Style, Front
	Wheel Rim Offset, Front 6.60 Inches
	GHG Front Tire Classification – 0.00 up to 5.7 CRR
	GHG Rear Tire Classification – 0.00 up to 6.00 CRR

	GHG Auxiliary Tire Classification – 5.71 up to 6.60 CRR
	3,355 Kg (7,400 lbs.) Wheel Load Max Drive per Wheel
	Wheel Rim Offset, Drive, 6.60 Inches
	Basic, 10 Hand Holes Wheel Style Drive
	3,355 Kg (7,400 lbs.) Wheel Load Max Front per Wheel
	Wheel Rim Offset, Pusher, 6.60 Inches
	3,355 Kg (7,400 lbs.) Wheel Load Max Pusher per Wheel
	Diameter 22.5 Inch, Front Wheel and Tire
	Diameter 22.5 Inch, Drive Wheel and Tire
	Diameter 22.5 Inch Trailing Wheel and Tire
	Wheel Brand Front, Alcoa
	Wheel Brand Drive, Alcoa
	Wheel Brand Trailing, Alcoa
	22.5 x 8.25 Alcoa High Polish Aluminum
	22.5 x 8.25 Alcoa High Polish Aluminum
	22.5 x 8.25 Alcoa High Polish Aluminum
	295/75R22.5G Bridgestone R213 Ecopia (12,350 Lbs. GAWR) Long
	295/75R22.5G Bridgestone M713 Ecopia (12,350 Lbs. GAWR) Long
	295/75R22.5G Bridgestone M713 Ecopia (12,350 Lbs. GAWR) Long
	Disc Wheel PCD 286 MM, Hub Pilot
	Disc Wheel PCD 286 MM, Hub Pilot
	Disc Wheel PCD 286 MM, Hub Pilot
	Drive Wheel Material
	Dual Wheel and Tire Mount Trailing Axle
	Aluminum Wheel, Front
	Aluminum, Drive
	Aluminum, Trailing
	Wheel Width 8.25 Inch
	Wheel Width 8.25 Inch
	Wheel Width 8.25 Inch
	Wheel Trim Package Front Nut Caps
	Wheel Trim Package Drive Hub Covers, 1-Piece
	Tire Inflation Valve, Standard
	Tire 295/75 Front Axle
	Long Range G, Front Tire
	Tire 295/75, Drive Axle
	Tire 295/75, Trailing Axle
	Basic, 10 Hand Holes Wheel Style Trailing
	Load Range G, Drive Tire
	Wheel Finishing Trailing, Polished
	Load Range G, Auxiliary Tires
	Bridgestone, Front Tire
	Bridgestone, Drive Tire
	Bridgestone, Trailing Tire
	Inside Wheel Turning Angle, 50 Degrees
Not Included:	
Hub Odometer	
Paint	

	1 Color
	White
	Axalta Basecoat / Clearcoat Paint
	Chassis Paint
	Glacier White; P3029
	Black; P3036
	UNPTD Bumper/PDR CT
	Steel – PPTD/PWDRCT, Alum/Stylized-Unpainted
	Sun Visor same as First Color
	Bug Code EY
	One Pain Color Only; 1
	Cab Same as First Color
	Hood Same as First Color
	Cowl Same as First Color
	1 Tone Cab
Not Included:	
New Paint Development Fee	
Second Truck Color	
Third Truck Color	
Bumper Color	
Chassis Fairing Color	
Roof Fairing Color	
Sleeper Roof Color	
Business Services	
	Pre-Delivery Inspection, Outside Factory
	Warranty Booklet, 200,000 KM
	TSP Order with KAP S-Note Handling Process
	Production Order Planning, Medium Lead Time
	Communication System Notification, Disable - Message Received Function
Not Included:	
Extra Lead Time	
Special Sales Program Selected	
Sales Program Discount	
Extended Lead Time	
Additional Sales Program Code	
Scheduling Limits Applicable	
Base Warranty and Purchased Coverages	
	60 MO/750K MI: Standard I-Shift Warranty, Normal Duty Vehicle
	Base Chassis Towing Coverage, 90-Day/5,000 Mile/8,050 Kilometers
	Power Plus, 48 Mo./600K Miles 460 HP D11/D13 (US)
	Chassis Plan 2 48 Mo/500K Miles, Normal/Heavy Duty VN 300 and 400 US
	Order Processed Electronically
	Software Download Notification to Driver, Popup and Icon
	VTLS PowerPlus Rebate
	EPA (Only) for Volvo 11L/13L Diesel

	Remote Software Upgrade Enabled, All RSWDL Allowed
	Base Volvo Engine Towing Coverage, 24 Mo/250K miles
	US and Canada Volvo Engine Equipped Vehicle Emissions Component
	TGW Platform 3
	Vehicle Uptime Enabled, Automatic Service Activation Setting 1
	Gateway with 4G/LTE and WLAN
	Remote Diagnostic Services Enabled
Not Included:	
Battery Coverage	
Starter/Alternator Coverage	
Additional HVAC Coverage	
Cummins Engine Protection Plan	
Service Contract	
Electric Control System	
Custom/Bundled Purchase Coverage	
Vehicle Assistance Service	
Engine After Treatment Coverage	
Maintenance Plan	
Electric Powertrain Coverage	
Drive ID Function	
Clutch Coverage	
Volvo Link Services	
Auxiliary Axle	
	Pusher Axle Spindle, Type R Long (SAE)
	Pusher Axle Lubricant Type, Mineral Oil
	Auxiliary Pusher Axle Manufacturer, Link
	Pusher Wheel Brake Type, Dis (L Brake)
	Brake Lining Material, Pusher, TMB TX7400N
	Pusher Brake Chamber WABCO
	Brake, Trailing, Disc Light Weight
	Trailing, Disc Brake Diameter 430 MM
	Trailing Brakes with Dust Shields
	Pusher Brake Chamber 24 / 24 Square Inches
	Pusher Axle Lubricant Manufacturer, Cenex
	Pusher Axle Lubricant Grade, 80W-90
	Sales Model has one (1) Pusher Axle installed
	Pusher Brake 20K Link, Volvo Disc
	Pusher with WABCO Chambers
	Non-Steerable Pusher Axle
	1 st Pusher Axle Spacing 1270 MM (50")
	Spindle Nuts Integrated, Auxiliary Axle
	Auxiliary Axle Susp, Elec. Control, Medium Load
	Pusher Axle Capacity, First, 9.1 Tonn (20.0 K)
	Aluminum Preset Hub, Trailing with Integrated Spindle Nut
	Mineral Oil, Cenex 80W90 Pusher Axle Lubricant
	Premium Hub Oil Seal, Trailing
	20K Link Pusher

Not Included:	
Tag Axle Lubricant	
Additional Information	
	Valid Frame Rail Length
	Routing Bracket Position 2A (Left Frame), XM=5550
	220 MM (8.66"), Fifth Wheel Leg-Height
	Propeller Shaft Main, Universal Joint Half-Round Type
	Crossmember1 X=5750 MM
	Prop. Shaft Bracket First Position Angle (95 Degrees)
	Ride Height 196 MM to 205 MM CL Axle to Lower Frame Flange
	Ride Height 191-210 MM, CL Axle to Lower Frame Flange
	Automatic Routing and Clipping Placement, Center Section
	Pusher Axle Ride Height 215-235 MM
	Height; Ground/Top of Frame, Approx. 1025 MM
	Auxiliary Axle Lift Height, High
	Operating Class 8
	Air Tank Calculation Status, not run
	Prop. Shaft Dimension, Large, Single Joint
	First Prop. Shaft Length 1625 MM
	Main Prop. Shaft Length 1800 MM
	Two Piece Prop. Shafts
	Prop. Shaft First Bracket, Pos 06
	Prop. Shaft Fixed Mount, Semi-Slotted
	Prop. Shaft 1 Bracket Pos., Right1
	Air Tank Capacity, Generic
	Volvo Uptime Care – 48 Months
	Volvo Connect Location and Reporting – 48 Months
	NAT_Location
	Location
	Nat_Fuel
	Nat_Safety
	NAT_Fault Notifications
	Axle Load Calculation Status, not run
	Remote Diagnostics
	Reporting
	Order Must Be Calculated
Not Included:	
Fontaine APU Planning Code	
Fontaine CNG Tank Installation Planning Code	
Fontaine Bulk Hauler Planning Code	
Fontaine Auto Hauler Roof Lowering Planning Code	
Fontaine In-Service Planning Code	
Fontaine Body Install	
Fontaine Auxiliary Install	

Additional Volvo Action Service and Assistance	
Partnered Services	
Outside Modification	
Fontaine Lead Time	

1.9 DELIVERY: FOB DESTINATION

Department of Corrections
Attn: Theresa Spurlock
7800 Corrections Circle
Pine Bluff, AR 71603

- A. The Contractor **shall** contact Theresa Spurlock, Vehicle Manager at 870.850.8567 prior to delivery of the vehicle and **shall** follow up with an email to Ms. Spurlock (Theresa.spurlock@arkansas.gov) confirm delivery date and time.
- B. The bid price **must** include all shipping and handling costs.
- C. The Department requests delivery of vehicles within one hundred eighty (180) Calendar Days after receipt and acknowledgment of purchase order. If this delivery cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the order and/or place the commodity in the DOC's designated location on page five (5) of the *Bid Response Packet*, attached with the solicitation documents on the OSP website. Failure to state the alternate delivery time compels the Contractor to complete delivery by the Department's requested date. Extended delivery dates may be considered when in the best interest of the Department.
- D. All deliveries should be made during normal state work hours of 10:00 a.m. to 2:00 p.m. and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- E. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.
- F. The Department assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency's purchase order.
- G. Bid prices **must** include prepaid delivery of all vehicles to DOC regardless of location within the State of Arkansas. If delivery time, stated for a particular vehicle is considered excessive by DOC, the bid for that vehicle may be rejected. Failure to deliver the vehicle within the stated time may result in cancellation of the order of vehicle(s). If cancellation occurs, DOC may purchase the vehicle(s) from another source and charge the difference, if any, to the defaulting Contractor.

1.10 BRAND NAMES OR MANUFACTURER MODEL NUMBERS

- A. Any 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.
- B. Bids on brands of like nature and quality will be considered.

- C. 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.
- D. The Department reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Department may require the bidder to supply additional descriptive material.
- E. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation.
- F. If the bidder takes no exception to specifications or reference data in this bid, the bidder will be required to furnish the product according to brand names, model numbers, and all other items specified in the invitation.

1.11 GUARANTY

- A. 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.
- B. Units bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications, except where these specifications require substitution in lieu of manufacturer's standard.
- C. The successful contractor must supply one (1) set of service, parts, and operating manuals, if applicable.
- D. 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.
- E. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed.
- F. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration.
- G. The bidder's obligations under this section shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

1.12 ACCEPTANCE STANDARDS

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.
- B. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. Bid must include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

1.14 BID PRICING SUBMISSION REQUIREMENTS

- A. The Contractor **shall** abide by all bid pricing requirements as stated within this IFB and the Bid Response Packet.

- B. In the Bid Response Packet on page five (5) enter the alternate number of days, if applicable for delivery after receipt of purchase order, as referenced in IFB Section 1.10.A.
- C. When entering pricing on the *Official Solicitation Price Sheet*, the Prospective Contractor **shall**:
 - 1. Under Item A, enter the name of the Prospective Contractor Dealership on line 5, provide vehicle details being bid on lines 8 and/or 9 G F to enter the price. Excel will automatically calculate the total for Item A.
 - 2. Under Item B, enter the type of vehicle in columns C/D, the vehicle details in columns E/F, and the price in column G. Excel will automatically calculate the total for Item B.

1.15 WARRANTY

- A. From date of delivery, each vehicle **must** be accompanied by a factory, comprehensive warranty for a minimum of thirty-six (36) months or thirty-six thousand (36,000) miles, whichever comes first. The warranty **must** certify that the vehicle is of good material and workmanship and that the replacement of any part or parts that fail under normal use within the designated period, free of negligence or accident, will be promptly repaired or replaced a **no cost** to DOC.
- B. If such failure renders the vehicle incapable of being driven, the Contractor **shall** be responsible for having the vehicle transported to their place of business. If such failure takes place outside of the Contractor's service area, the Contractor **shall** be responsible for reimbursing the nearest authorized dealer for services rendered under the warranty. Tires are exempt from this warranty but **must** be covered by the tire manufacturer's standard warranty and services provided by the local authorized dealer of the tire manufacturer.

1.16 ACKNOWLEDGEMENTS AND PAYMENTS

- A. Awarded Contractor **shall** send, to Theresa Spurlock, Theresa.spurlock@arkansas.gov, an order acknowledgement within ten (10) Calendar Days after receipt of the order.
- B. Upon delivery of the vehicle(s), the Contractor **shall** provide, to Theresa.spurlock@arkansas.gov, the original invoice, odometer statement, certificate of origin, and any other documentation required to license and pay sales tax on the vehicle(s).
- C. To ensure prompt payment, the Contractor **shall** provide, to Theresa.spurlock@arkansas.gov, a copy of the invoice and signature representative on a copy of the agency purchase order or any other receiving document and date received to the "bill to" address.

1.17 OPTIONS/ADDITIONAL OPTIONS

The agency may add additional options, and should be approved by the proper authorities, and be submitted on a separate purchase order.

1.18 INSPECTION AND TEST PROCEDURES

- A. The awarded Contractor **shall** be responsible for performing all inspections required herein.
- B. The Department of Corrections reserves the right to make any inspections on selected vehicles deemed necessary, for evaluation purposes, to ensure compliance with this specification.

1.19 PRE-DELIVERY REQUIREMENTS

- A. The vehicles being furnished to the Department of Corrections **must** be new and delivered as specified by this IFB.

- B. The vehicles **must** be furnished with all interiors, exterior trim and appointments listed by the manufacturer in printed specifications and literature as standard equipment.
- C. The vehicles **must** be equipped with any-and-all safety equipment required by the State of Arkansas and/or applicable Federal Regulations.
- D. Any upgrades and/or additional equipment necessitated by selection of any listed option by DOC **must** be included in the prices of the bid, and no additional charge **shall** be made by the Contractor.
- E. The vehicles **must** be completely serviced, cleaned, and thoroughly inspected by the awarded Contractor prior to delivery to the Department of Corrections.
- F. Dealer advertisement **shall not** be on the vehicle purchased by the Department of Corrections. The following **shall** be accomplished by the Contractor prior to delivery:
 - 1. Complete lubrication.
 - 2. Fill crankcase with oil.
 - 3. Adjustment of engine to proper operating conditions.
 - 4. Inflate tires to proper pressure.
 - 5. Careful check to ensure perfect operation of all mechanical features.
 - 6. Front end alignment and wheels balanced.
 - 7. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, and anything similar.
 - 8. Window price sticker **must not** be removed.
 - 9. Dealer insignia **shall not** be affixed to the vehicle(s).
 - 10. A minimum of five (5) gallons of fuel **must** be in each vehicle.
 - 11. Delivery **must** be during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, Central Time, excluding [State Holidays](#).
 - 12. License plate holders **must** be installed on the front and rear of each vehicle.

1.20 REGISTRATION FEES

In accordance with Act 484 of 2009 and Act 351 of 2011, all Arkansas motor vehicle dealers are required to print and place Temporary Buyer's tags on all unregistered vehicles at the time of sale. Temporary Tag Fees will be ascertained and added to the Vehicle Registration Certificate Form. The Contractor **shall not** charge fees higher than the established amounts. Fees may be increased only as rate changes are imposed by the Arkansas Legislature.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.1 ISSUING AGENCY

The DOC Contact listed on page 1 of this IFB is the sole point of contact regarding the IFB throughout the solicitation process.

2.2 TYPE OF CONTRACT AND CONTRACTOR SELECTION

- A. As a result of this IFB, DOC intends to award a contract to a single contractor.
- B. The award will be made to the lowest-bidding, responsible Prospective Contractor as a firm contract on an all or none basis.

2.3 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted electronically, in PDF format, to DOC.RFP.IFB@arkansas.gov. The Prospective Contractor **shall** provide in the subject line the bid number and "Response." Should the Prospective Contractor omit adding the bid number and "Response" to the subject line, the bid will be rejected.
 - a. Signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. A signed Bid Signature Page included in the *Bid Response Packet*. The signature **must** be that of a person authorized to contractually bind the Prospective Contractor.
 - ii. Completed *Bid Response Packet*, which **must** be in the English language.
 - iii. Completed Price sheet. Pricing **must** be proposed in U.S. dollars and cents and filled in on the *Official Solicitation Price Sheet*.
 - iv. Specification sheets for each vehicle bid.
 - b. *EO 98-04 Contract and Grant Disclosure Form*.
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*
2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.4 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **shall** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this IFB.

SECTION 3 – TERMS AND CONDITIONS

Prime Contractor Responsibility. A single Prospective Contractor must be identified as the prime contractor. The prime contractor shall be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for performance thereof.

Award Process – Negotiations (IFB). (1) If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State. (2) If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time as the State decides not to move forward with an award.

Award Process – Anticipation to Award (IFB). (1) Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website under Other Procurement Units. (2) Anticipated awards will generally be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are only anticipated awards and are subject to protest. (3) It is the responsibility of Prospective Contractors to check the OSP website under Other Procurement Units for the posting of Anticipation to Award.

Award Process – Issuance of Contract (IFB). Any resultant contract of a *Solicitation* is subject to State review and approval processes, which may include Legislative review, prior to award.

Award Process – Negotiations (RFP). (1) If the State so chooses, it may conduct discussions for the purposes of negotiation or clarification. (2) Negotiation is optional and conducted at the sole discretion of the State. (3) Negotiation may be conducted contemporaneously with all responsible offerors determined to be reasonably susceptible to being selected for award or in serial fashion beginning with the highest-ranked Prospective Contractor and proceeding to the next highest-ranked Prospective Contractor. The negotiation process may be repeated until the State awards a contract, gives notice of anticipated award, or until the State decides to conclude negotiations. (4) The State may elect to request best and final offers.

Award Process – Anticipation to Award (RFP). (1) Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website under Other Procurement Units. (2) Anticipated awards will generally be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are only anticipated awards and are subject to protest. (3) It is the responsibility of Prospective Contractors to check the OSP website under Other Procurement Units for the posting of Anticipation to Award.

Award Process – Issuance of Contract (RFP). Any resultant contract of a *Solicitation* is subject to State review and approval processes, which may include Legislative review, prior to award.

Pricing. (1) Prospective Contractors shall include all pricing as requested in the solicitation, which may include filling out an *Official Solicitation Price Sheet* attached to the solicitation posting. If any cost is not identified by the successful Contractor but is subsequently incurred in order to perform its contractual obligations, the Contractor shall bear this additional cost. (2) If the *Official Solicitation Price Sheet* does not allow for accurate pricing, please notify the buyer at least seventy-two (72) hours prior to the solicitation submission deadline. (3) Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. (4) Prices shall be firm offers and shall not be subject to escalation unless otherwise specified in the *Solicitation*. (5) "Discount from list" bids or proposals are not acceptable unless requested in the *Solicitation*. (6) Do not include State or local taxes in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the *Solicitation*. (7) DO NOT submit any ancillary information not related to actual pricing on or with bid or proposal response.

Independent Price Determination. (1) By submission of a bid or proposal, the Prospective Contractor represents and warrants that the prices in the bid or proposal have been arrived at independently, without any collusion with another competing Prospective Contractor. (2) Collusion violates Arkansas Procurement Law. Not only can it lead to suspension or debarment, but it can also be referred to the Attorney General's office for investigation and appropriate legal action.

Past Performance. In accordance with the provisions of Arkansas Procurement Law, specifically TSS OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective

Contractor is “responsible.” Bids or proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

Proprietary, Confidential, and Exempt Information. (1) Submission documents pertaining to the *Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). (2) In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding and sealed proposal process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets, personally identifiable information, and other information exempt from public disclosure pursuant to FOIA. (3) Under no circumstances will pricing information submitted in response to an invitation for sealed bids or request for sealed proposals be designated as confidential after the sealed bids or sealed proposals have been opened. (4) Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid or proposal. By so redacting any information contained in the bid or proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA. (5) If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit a complete copy of the submission documents from which any proprietary, confidential, or exempt information has been redacted within their bid or proposal response. Except for the redacted information, the redacted copy must be identical to the non-redacted bid or proposal response, reflecting the same pagination and showing the space from which information was redacted. (6) The Prospective Contractor is responsible for identifying all proprietary, confidential, and exempt information and for ensuring it is protected against restoration of redacted data. (7) The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record. (8) The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor’s confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

Caution to Prospective Contractors. (1) Prior to any contract award, address all communication concerning the *Solicitation* through the buyer listed on page one (1) of the solicitation document. (2) Do not alter any language in any solicitation document provided by the State. (3) Do not alter any pricing documents provided as part of any solicitation document provided by the State. (4) As requested, provide clarification regarding Prospective Contractor’s bid or proposal response. (5) Qualifications and proposed services must meet or exceed the required specifications as set forth in the *Solicitation*. (6) Prospective Contractors may submit multiple bids or proposals.

Quantities. Quantities stated in a *Solicitation* for term contracts are estimates only and are not guaranteed. Contractor must bid or propose 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 State.

Guaranty. All items bid or proposed shall be newly manufactured and merchantable, unless otherwise expressly indicated in the *Solicitation*. By submitting a bid or proposal, the Prospective Contractor implicitly represents and warrants that any goods it sells to the Department under a resulting contract shall be merchantable.

Samples. Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the Prospective Contractor’s name and address, bid/proposal or contract number, and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor’s expense. After reasonable examinations, all demonstrators will be returned at Prospective Contractor’s expense. Tests may be performed on samples or demonstrators submitted with the bid/proposal 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 to the testing shall be borne by the Contractor.

Brand Name References. Unless otherwise specified in the *Solicitation*, any catalog brand name or manufacturer reference used in the *Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids or proposals on brands of like, nature, and quality will be considered. If bidding or proposing on other than referenced specifications, the bid or proposal 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 shall have 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 Prospective Contractor to supply additional descriptive material. The Prospective Contractor shall guarantee that the product offered will meet or exceed specifications identified in the *Solicitation*. Prospective Contractors not bidding

or proposing an alternate to the referenced brand name or manufacturer shall be required to furnish the product according to brand names, numbers, etc. as specified in the solicitation.

Amendments. Prospective Contractor's bids or proposals cannot be altered or amended after the bid or proposal opening except as permitted by law or rule.

Addendums. (1) Only an addendum written and authorized by the State will modify the *Solicitation*. (2) An addendum posted within three (3) calendar days prior to the bid or proposal opening may extend the bid or proposal opening and may or may not include changes to the *Solicitation*. (3) The Prospective Contractor is expected to check the OSP website under Other Procurement Units for any and all addenda up to bid or proposal opening.

P-Card Acceptance. (1) Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. (2) Price changes or additional fee(s) must not be levied against the Stat when accepting the p-card as a form of payment. (3) VISA is not the exclusive method of payment.

Minority and Women-Owned Business Policy. (1) A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of Arkansas who is: African American, American Indian, Asian American, Hispanic American, Pacific Islander American, a Service-Disabled Veteran as designated by the United State Department of Veteran Affairs. (2) A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State. (3) The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page* or *Proposal Signature Page*.

Equal Opportunity Policy. (1) In compliance with Arkansas Code Annotated § 19-11-105, the State must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award. (2) *EO Policies* should be included with the bid or proposal response. (3) Prospective Contractors who are not required by law to have an *EO Policy* must submit a written statement to that effect.

Prohibition of Employment of Illegal Immigrants. (1) Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services shall certify that they do not employ or contract with illegal immigrants. (2) By signing and submitting a response to a *Solicitation*, Prospective Contractors agree and certify that they do not employ or contract with illegal immigrants. If selected for award, the Prospective Contractor certifies that they shall not employ or contract with illegal immigrants during the aggregate term of the contract.

Restriction of Boycott of Israel. (1) Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract 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. (2) This provision does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business. (3) By checking the designated box on the Bid Signature Page or Proposal Signature Page of the response packet, the Prospective Contractor agrees and certifies that Prospective Contractor does not and shall not boycott Israel for the duration of the contract.

Prohibition of Public Entities from Contracting with Companies that Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. Pursuant to Arkansas Code Annotated § 25-1-1001, Contractor(s) providing services shall certify that they do not and will not engage in a boycott of energy, fossil fuel, firearms, or ammunition industries and shall not boycott those industries for the aggregate term of the contract.

Discrimination. In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, a Contractor agrees that: (a) the Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations and advertisements for employees, the Contractor shall state that all qualified applicants shall receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor shall include the provisions of above items (a) through (d) in every subcontract so that such provisions shall be binding upon such subcontractor or Contractor.

Contingent Fee. By submitting a bid or proposal, the Prospective Contractor represents and warrants that the Prospective Contractor 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 Prospective Contractor for the purpose of securing business.

Compliance with State Shared Technical Architecture Program. The Prospective Contractor's solution must comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.transform.ar.gov/information-systems/policies-standards/> and <https://www.transform.ar.gov/information-systems/policies-standards/standards>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.