



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

INVITATION FOR BID

IFB Number: SP-16-0240	Buyer: John Leverett
Commodity: Tandem Axle, Cab & Chassis Truck with Dump Body Agency: Arkansas Department of Parks and Tourism	Bid Opening Date: June 28, 2016
Date Issued: June 13, 2016	Bid Opening Time: 3:00 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
(check one):

Designation

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

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TYPE OF CONTRACT:	Firm
AGENCY P.R. NUMBER:	1000743387

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.
12. **VISA ACCEPTANCE**
Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

SECTION 1 - GENERAL INFORMATION

1.1 **INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Department of Parks and Tourism (ADPT) to obtain pricing and a contract for a 10-Ton Dump 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:
 - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet(s).
 - d. 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.
 - e. 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:

Arkansas Department of Parks and Tourism
ATTN: Accounts Payable
1 Capitol Mall Room 4A-900
Little Rock, AR 72201

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by ADPT. 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 ADPT as to the goods and/or services purchased. Vendor should invoice ADPT 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

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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.

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(s) 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

This Invitation for Bid **will** be awarded by line item to the lowest responsive, responsible bidder.

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.

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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 costs 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 completion and delivery of the item(s) **shall** be borne by the bidder.

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

Deliver to **(must schedule in advance)**:

Arkansas Department of Parks and Tourism
1 Capitol Mall, Suite 4A-900
Little Rock, AR 72201-1087

The State requests delivery within 60 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 ordering entity's requested date. Extended delivery dates may be considered when in the best interest of the state.

Delivery _____ days after receipt of order.

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.

SECTION 2 – VEHICLE SPECIFICATIONS

Minimum Specifications for Item 1: 2016 or Newer, Tandem Axle, Cab and Chassis Truck, 59,220 Pounds Minimum GVWR with Western Style 13 ft., 14 yd. Capacity, Dump Body – New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS.

Item 1

Truck: International, 2016 or newer, 7600 SBA, 6x4 2010 or approved equal.

CAB AND CHASSIS

1. GVWR: 59,220 pounds, minimum.
2. Cab to Axle: Nominal effective CA of 102-108 inches.
3. Front Tires and Wheels: Two (2) 11R22.5 steel belted tubeless radials - load range "H" minimum (No Flotation Tires). Shall be mounted on 22.5" diameter tubeless type, hub piloted steel disc, ten (10) hole bolt circle diameter and not less than 8.25" rim section. All tires must have speed restriction that exceeds 65 MPH.
4. Rear Tires and Wheels: Nine (9) 11R22.5 steel belted tubeless radials - load range "H" minimum. Shall be mounted on 22.5" diameter tubeless type, hub piloted steel disc, ten (10) hole bolt circle diameter and not less than 8.25" rim section. All tires must have speed restriction that exceeds 65 MPH.
5. Engine: Navistar N13 or approved equal. MaxxForce will not be accepted. Liquid cooled 4-cycle diesel with a piston displacement of 12.4 liters with PTO provision. Shall have an advertised rating of no less than 430 SAE gross horsepower and a minimum of 1,550@ 1000 RPM, lb. ft. SAE gross torque. Governed speed shall be no less than 2,000 RPM. Shall have full flow oil filter(s), fuel filters, dry type air cleaner, 12 volt electrical equipment with no less than 160 amp alternator and maintenance free batteries as regularly furnished with engine specified. Engine shall be equipped with a block heater rated at no less than 1,500 watts which will operate on 120 volts AC.
6. Engine Brake: Jacobs engine brake or approved equal, designed to use engine compression to retard engine speed. Shall be capable of utilizing all engine cylinders for braking effect.
7. Cooling System: As recommended and regularly furnished by the manufacturer for use with the engine size and PTO provision specified above with anti-freeze protection to -40 F, or lower. If optional corrosion resistant radiator coating or treatment is available, it must be provided.
8. Exhaust System: Vertical exhaust stack with curved outlet. Exhaust stack will be equipped with a heat shield.
9. Engine Shutdown: Engine safety shutdown system with manual or automatic override to include the following features: Low oil pressure warning bell/buzzer plus shutdown, high coolant temperature warning bell/buzzer plus shutdown and low coolant level warning bell/buzzer plus light or shutdown.
10. Clutch: Self-adjusting, two-plate, cast angle spring; ceramic, 15.5" diameter, soft clutch 7-spring damper, mechanical pull-type control, 1700 lb-ft torque capacity.
11. Transmission, Manual: {Fuller RTLO(F)-16913A} or approved equal, 13-speed manual; with double overdrive, with air shift and internal lube oil pump.
12. Steering: {Sheppard M-100} or approved equal, power steering.

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13. Front Axle: I-Beam type with wet seals, outboard mounted drums and a minimum capacity of 14,000 pounds. Set forward only, axle set-back not to exceed 32".
14. Suspension, Front Spring: parabolic, taper leaf; 14,000-lb capacity; with shock absorbers.
15. Rear Axle: Tandem {Dana Spicer D46-170DP/R46-170D} or approved equal, single reduction 46,000-lb capacity; with lube oil pump, R wheel ends, and driver controlled locking differential in forward-rear and rear-rear axle with gear ratio in a range between 4.30 and 4.56 inclusive.
16. Rear Suspension: Air, Tandem {Hendrickson HAS-460-55} or approved equal, 55" axle spacing; 46,000-lb capacity, 9.5" ride height, with shock absorbers mounted inboard, includes 3-piece crossmember, with Suspension Air Control Valve pressure release control in cab.
17. Air System: Air compressor shall be a {Bendix BA-921 Head Unload} or approved equal, 15.9 CFM capacity, single cylinder and draw air through the engine air cleaner. air system shall be equipped with a {Bendix AD-9} heated air dryer.
18. Brakes: Factory installed full air operated two shoe type with automatic slack adjusters and dust shields on front and rear. Rear brakes shall have spring set parking brakes. Brake chambers on the drive axles must be located inside the rear tire envelope to prevent chambers from interfering with pull-type asphalt spreader rollers.
19. Trailer Controls: Shall be equipped with full trailer brake controls providing air brake and electrical hookup for straight truck with trailer applications. Shall include hand control valve, tractor protection valve and trailer anti-lock provisions. Air lines and 7-wire electric cable shall be routed to end of frame. Air lines shall be equipped with glad hands and tethered removable covers. Electric cable shall be equipped with 7-wire receptacle.
20. Frame: Section modulus and yield strength of frame material shall provide a minimum RBM of 2,500,000.
21. Cab: Conventional cab as regularly furnished by manufacturer, complete with insulation and all interior trim. Cab glass shall include windshield, roll-up windows in doors and rear cab glass as a minimum. Shall have key type lock on right and left doors, factory installed fresh air heater-defroster unit, grab handle on each side, right and left sun shades and fitted rubber floor mats.
 - a. Cab Mounts: Air suspension type rear cab mounts.
 - b. Instruments: Shall include the following as a minimum:
 - (1) Speedometer/odometer
 - (2) Electric tachometer
 - (3) Ammeter or volt meter
 - (4) Oil pressure gauge
 - (5) Coolant temperature gauge
 - (6) Transmission oil temperature gauge or warning light
 - (7) Air brake pressure gauge
 - c. Air Conditioning: Factory installed air conditioning. Shall include tinted glass all around.
 - d. Steering Column: Tilt steering wheel if available, if not, manufacturer's standard. Factory installed.
 - e. Windshield Wipers: Dual electric intermittent windshield wipers with washers.

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f. Seats: Air suspension driver's seat {National 2000} or approved equal, high back with integral headrest, vinyl, isolator, 1 chamber lumbar, with 2 position front cushion adjust, -3 to +14 degree angle back adjust and air suspension passenger's seat {National 2000} or approved equal, air suspension, high back with integral headrest, vinyl, isolated, 1 chamber lumbar, 2 position front cushion adjustment, -3 to +14 degree back adjust. Shall include driver and passenger side seat belts.

g. Radio: Factory installed electronic radio AM/FM/WB/Clock, with multiple speakers, and CD player.

h. Heated Mirrors: (2) {Lang Mekra} or approved equal, rectangular, thermostatically controlled heated heads, bright finish heads, with black brackets and arms, breakaway type, 7.55" x 14.1" integral convex both sides, 102" inside spacing.

i. Air Horn: Black, single trumpet, air solenoid operated.

22. Hood: Tilting fiberglass or composite hood and fenders with stationary grille and tilt assist mechanism.

23. Front Bumper: Steel, swept back.

24. Lights: Shall be equipped with factory installed dual beam headlights, parking lights, clearance lights, directional turn signals with column mounted switch and hazard flasher switch. Rear signals to be wired for stop and taillights in addition to directional signals.

25. Backup Alarm: Shall be equipped with an electric backup alarm meeting the requirements of SAE J994 with a minimum sound level output of 97 decibels.

26. Fuel Tank(s): Single or dual fuel tanks with instrument panel fuel gauge, minimum capacity of 100 U.S. Gal.

27. Color: Cab, hood, fenders and wheels shall be white. Grill, bumper and mirrors shall be as regularly furnished by manufacturer.

28. Warranty:

a. Cab and chassis shall have truck manufacturer's regular warranty and service as regularly furnished on new vehicles sold to the public. Warranty data shall be furnished with each unit.

b. The dump body, hydraulic system, and all other incidental equipment furnished under this specification shall be warranted against defective material and workmanship for a minimum period of (12) months (365 days) from date unit is placed in operation by Arkansas Department of Parks & Tourism.

c. Warranty should include all parts, labor and transportation costs to the location of equipment.

d. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.

e. Warranty repairs are to be performed by any authorized dealership of the manufacturer; however, the Successful Bidder will be ultimately responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.

Dump Body: HilBilt, 13 ft. Material Dump Body, 14 Cubic Yard Capacity or Approved Equal – Installed

DUMP BODY

1. CAPACITY:

- 1.01 Dump Body shall be approximately 14 cubic yards capacity, to the top of the tailgate.
- 1.02 Side height shall be 45 inches.
- 1.03 Tailgate height shall be 45 inches.
- 1.04 Inside width shall be approximately 87.5 inches.

2. FRONT:

- 2.01 Shall be fabricated from 10 gauge high-strength steel with minimum yield strength of 50,000 PSI.
- 2.02 Front shall be 16 inches taller than the sides.

3. SIDES:

- 3.01 Shall be fabricated from 10 gauge Hi-Tensile steel with minimum yield strength of 50,000 PSI.
- 3.02 Front and rear shall be braced to sides.
- 3.03 Side top rail shall be 3" Tubing.
- 3.04 Rub rail shall have 45 degree slope for self-cleaning.
- 3.05 Sides shall have rear corner post full height and extended to the bottom of rear bumper.
- 3.06 There shall be upper and lower banjo eye chain keepers, welded to rear corner post to control tailgate opening at bottom.
- 3.07 There shall be sufficient 5/16 inch chain to allow tailgate to lay flat approximately flush with the floor when hinged at bottom.
- 3.08 Top of sides and tailgate to be capped with 2" x 2" x 1/4" angle for load sheading.

4. TAILGATE:

- 4.01 Shall be fabricated from 10 gauge Hi-Tensile steel with minimum yield strength of 50,000 PSI. with vertical braces.
- 4.02 Upper tailgate hinges shall be offset forward approximately 4-3/8 inch, shall have a 1-1/4" diameter greaseable pivot pin, mounted in hardened bushings.
- 4.03 Lower latch pins shall be 1-1/4 inch diameter.
- 4.04 Tailgate latch shall be an air operated retractable type latch with control located in cab of truck.
- 4.05 Air tailgate.
- 4.06 Mud flaps.

5. FLOOR / UNDER-STRUCTURE:

- 5.01 Shall be fabricated from 8 gauge hi-tensile steel with minimum yield strength of 50,000 PSI.
- 5.02 Shall have approximately 4", 45° angle between side and floor.
- 5.03 Floor shall be constructed of not more than two pieces of metal.
- 5.04 Main frame shall be 8" structural channel with triangular gussets between frame and crossmembers.
- 5.05 Crossmembers 3" structural channel on 12" centers.
- 5.06 Shall have 3/8" steel wear plate on truck frame to end of body.

6. APRON:

- 6.01 Shall be fabricated from 1/4 inch high-strength steel with a minimum yield strength of 50,000 PSI.
- 6.02 Shall be 12 inches long with a 1-1/2 inch rear lip, two full depth side plates, and three bottom support gussets.

7. CAB SHIELD:

- 7.01 Shall be fabricated from 10 gauge high-strength steel with minimum yield strength of 50,000 PSI.

7.02 Shall be 87.5 inches wide, shall project over truck cab approximately 24 inches, and shall attach to dump body by welding.

8. LIGHTS AND REFLECTORS:

8.01 Shall meet Federal Motor Vehicle Safety Standard No. 108.

8.02 Lights shall be LED sealed beams.

8.03 All clearance lights shall be recessed and mounted in rubber grommets.

9. HOIST:

9.01 Hoist shall meet NTEA Class 50 performance standards.

9.02 Hoist shall be a single acting, three-stage, front mount, telescopic type.

9.03 The hoist shall have approximately a 6 inch first moving stage, a 5 inch second moving stage, and a 4 inch third moving stage.

9.04 The hoist shall provide 25 tons lift capacity.

9.05 The hoist shall have no less than 123 inches of stroke and provide for a dump angle of not less than 50 degrees.

9.06 Body prop shall be provided to support empty body in raised position for maintenance.

10. PUMP:

10.01 Shall be a cast iron direct mount gear pump with 2 inch gear and integral valve. Shall produce approximately 18 GPM at 1,000 RPM.

10.02 Operating pressure shall be approximately 2,000 PSI.

10.03 Direct-mount PTO and pump.

11. CONTROLS:

11.01 Shall be dual air controls, floor mounted console box, valve shall be three-position (raise, hold, lower) providing metered flow for total control throughout the dump cycle.

12. FINISH:

12.01 Exterior metal surfaces shall be shot-blasted to a semi-white surface and washed with industrial degreaser.

12.02 Painted with one coat of automotive primer and two coats of automotive acrylic paint to a finished thickness of 3 to 3.5 mils.

13. REAR HITCH:

13.01 30 ton rear pintal hitch set to the customers selected height affixed to a 3/4" steel plate fully braced and gusseted to truck frame.

13.02 7-way light plug.

13.03 Glad Hands mounted in plate.

14. TARP SYSTEM:

14.01 Cab protector mounted electric mesh tarp system.

14.02 Aluminum arms with external mount springs.

14.03 Chrome weather cover for electric motor cab mount control switch.

15. CHASSES REQUIREMENTS:

15.01 102-108' Clear cab to axle.

15.02 50" center of tandem to end of frame.

15.03 Tractor brake package.

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OFFICIAL BID PRICE SHEET

ITEM	QTY	DESCRIPTION	Unit Price
1	1	2016 or Newer Tandem Axle Cab and Chassis with Western Style 13 ft., 14 yd. Capacity, Dump Body, New	\$_____

Year, Make, & Model Bid: _____

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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.
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.

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- 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.