

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER 0B102516	OPENING DATE (1:00 p.m.) March 18, 2016	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY	STATE ZIP
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DNR30521	BID NOTICE DATE March 3, 2016	CONTRACTOR'S E-MAIL ADDRESS	

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

E-Mail Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days

BILL TO: Ohio Department of Natural Resources Division of State Parks 2045 Morse Rd G-2, Columbus, OH 43229	SHIP TO: Ohio Department of Natural Resources Attn: Dianne Tredway PH: 614-512-5623 2045 Morse Road, Columbus, OH 43229
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DELIVERY REQUESTED F.O.B./DEST. P.P.D. <u>60-180 A.R.O.</u>	DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST.P.P.D. _____
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THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:

DUMP TRUCK, CAB AND CHASSIS, MODEL YEAR 2016 OR NEWER, 58,000# GVWR, 10-13 YARD DUMP BED, DIESEL

QUANTITY AND DURATION: This Invitation to Bid, which is not a contract, is considered to be a one-time procurement offer for the product(s)/service(s) as listed herein. The successful Contractor may commence performance of the awarded contract upon receipt of an official State of Ohio Purchase Order (ADM0523/ORDE). Upon completion of the contract and upon receipt of proper invoices, payment will be provided by the ordering agency. The contract will then be considered as complete and no further purchases may be placed against the contract. With the exception of approved overrun/underrun tolerances, any deviations from the quantity listed in the awarded contract shall not be permissible nor acceptable.

[INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS](#), Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <http://procure.ohio.gov/>. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.

PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) <i>(Please sign in blue ink)</i>	DATE
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The original signed bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m. on the above listed opening date to receive consideration for award. It is requested that the bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

SPECIFICATIONS

SPECIFICATION SHEET: Shown below are the specifications requirements for equipment that the State of Ohio desires to purchase. Bidder signifies compliance or non-compliance with the specifications by indicating “YES” or “NO” in the “Comply” column of this form and returning with the bid response. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations/exceptions to the specifications in the bid response in the “EXCEPTIONS” column, if additional space is needed, please use a separate sheet to reference this information with the corresponding Specification Item(s). Failure to comply may deem the bid non responsive.

APPLICATION: The purpose of this specification is to describe the 10-13 yard dump body installed on a tandem axle heavy duty chassis. The completed unit will be capable of pulling a trailer equipped with air brakes and will operate primarily on concrete, asphalt, and maintained gravel roads with limited operation on unmaintained surfaces.

Cab & Chassis, 58,000 lb. GVWR, Conventional Cab, 111” CA – Diesel Truck

Cab & Chassis Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
Dimensions/Ratings:			
Wheelbase (in)	179”		
Cab to Axle (CA) (in)	111”		
GVWR (lbs.)	58,000 lbs.		
GCWR (lbs.)	80,000 lbs.		
Powertrain:			
Engine	Diesel 330 HP @ 2000 RPM, 1050 lb. ft. max. torque @ 1200 RPM		
Automatic Transmission	Automatic, Allison 3000 RDS – 6 speed or equivalent		
Rear Axle	Tandem, Single Reduction, Driver Controlled Locking Differential		
PTO Provision	Required		
Drivetrain	6 x 4		
Engine Equipment:			
Cooling System	Radiator		
Coolant	- 40 ° F		
Air Intake	To include inside/outside cleaner valve		
Air Flow Restriction Gauge	Dash Mounted		
Air Dryer	Bendix A.D – 9 with heater or equivalent		
Air Compressor	16.5 CFM minimum		
Low Air Pressure Warning Buzzer	Required		
DPF Tank	If DPF is required, a 6 gallon tank and assembly must be located so that it does not extend past the back of the cab by more than 2 inches.		
Battery Box	Located under the cab		
Circuit Breakers	In lieu of fuses, mechanical reset		
Engine Brake	Jacobs Compression Brake or equivalent		
Fuel/Water Separator	Engine Mounted with heater, outlet located under driver's door		
Emissions:	Must meet all federal emissions standards in effect at the time of delivery		
Engine Block Heater	12V 1000 Watt min.		

SPECIFICATIONS (CONT'D)

Cab & Chassis Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
Engine Equipment (Cont'd):			
Exhaust	Horizontal Muffler/Vertical Exhaust. Exhaust to point towards side of truck, pipe must not extend past rear of cab, pipe to be shielded		
Alternator	210 Amp		
Battery	(3) 650A, 1950 CCA, 12 V		
Chassis Equipment:			
Front Axle	16,000 lbs., GAWR, Set Back Axle		
Front Springs	16,000 lbs. Capacity, Multi-leaf		
Front Shock Absorbers	Required		
Rear Axle	40,000 lbs., GAWR, w/Locking Differential; Tandem axle w/power divider lock, electric over air, includes cab control w/light		
Rear Axle Ratio	Rear axle ratio shall provide a minimum startability of 25% at maximum GVWR. Speed must be electronically governed to the mechanically governed speed rating. A variety of available rear axle ratios shall be provided with the bid, the value will be specified at time of order. A performance chart must be provided to show gradability, road speed, wheel horse power, and RPM in each gear for each rear axle ratio. VENDOR TO SPECIFY		
Rear Suspension	Walking Beam		
Rear Spring Capacity (lbs.)	40,000 lbs.		
Clear Frame Rails	Required		
Urea Requirements, Tank Size, Etc.	VENDOR TO SPECIFY		
Fuel Tank	(2) 50 Gallon with step		
Electric Trailer	Brake receptacle at rear		
Frame	120,000 psi yield strength. Frame strength and section modulus to provide reinforced resisting bending moment of 2,590,000 in. lbs. Frame section modulus to be between 21.00 in ³ and 23.00 in ³		
Front Wheels	Disc Type, Non-Polished Aluminum, 10 Stud		
Rear Wheels	Disc Type, Non-Polished Aluminum, 10 Stud		
Slack Adjusters	Front and Rear		
Brakes	Air, with ABS		
Parking Brake	Spring actuated		
Front Tires (Must Exceed FA Cap.)	Highway Tread		
Front Tire – Model No. and Size	VENDOR TO SPECIFY		
Rear Tires (Must Exceed RA Cap.)	Traction Tread		
Rear Tire- Model No. and Size	VENDOR TO SPECIFY		
Spare Wheel/Tire	Required		
Trailer Wiring	Electrical circuits ran to the rear cross member of truck, terminating in a weatherproof junction box		

SPECIFICATIONS (CONT'D)

Cab & Chassis Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
Exterior:			
Front Bumper	Steel, Full width		
Tow Hooks	2 Front, Frame Mounted		
LED Lighting	Where Available		
Doors	2		
Grab Handles	Internal - one on each side of cab; External - one on each side of cab		
Bug Screen	Required		
Mirrors	Dual, 12 x 6 Mirror, heated		
	Spot, 6 x 7 Convex		
Hood	Front Tilting with assist		
Fender Extensions	Required		
Cab:			
Paint	Cab: Single Color, Dark Forest Green Body: Dark Forest Green Frame: Black Note: Vendor to supply paint chip with bid, Final colors and scheme to be approved at time of order.		
Air Suspension	Required		
Seating Capacity	2 person		
Driver Seat	High-back Air Ride - Bucket with Lumbar Support		
Passenger Seat	High Back r Ride-Bucket with Lumbar Support		
Arm Rests	Required, dual		
Seat Covering	Vinyl		
Floor Covering	Rubber		
Sun Visor (Interior)	Dual		
Restraint System	Driver and Passenger, 3 Point Lap and Shoulder Belt Type		
Radio	AM/FM with CD Player		
Air Conditioning	Factory Installed		
Throttle	Electronic		
Cruise Control	Required		
Steering Wheel	Adjustable Tilt		
Turn Signal System	Self-Cancelling		
Intermittent Windshield Wipers	2 Speed electric with intermittent and washer feature		
Horn	Electric & Air		
Vocational Switches	2 Dash Mounted		
Power Windows and Door Locks	Required		
Power Point	12 Volt Round		
PTO Control	Dash Mounted		
Gauge Cluster	Oil pressure, air pressure, engine coolant temperature, ammeter, hour meter, and tachometer		
Back Up Alarm	Required		
Dome light	Required		

SPECIFICATIONS (CONT'D)

Cab & Chassis Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
Cab (Cont'd):			
Jump Start Connector	Remote mounted		
Storage Compartments	Overhead or back wall storage compartments in addition to door storage compartments are required		
Glass	Tinted Safety Glass		
Antenna Radio	CB and radio		
Utility Light	Utility light mounted to rear of cab		
Battery Shut-off Switch	Required		
Body Building Wiring	Or equivalent, back of standard cab at left frame. Includes sealed connectors for tail/amber turn/marker/backup/accessory power/ground and sealed connector for stop/turn.		
Capacities:			
Total Truck Available Capacity (lbs.)	VENDOR TO SPECIFY		
Payload Capacity (lbs.) estimated	VENDOR TO SPECIFY		
Warranty:			
Manufacturer Standard Warranty (Min.)	VENDOR TO SPECIFY		
Cab & Chassis Optional Equipment Items-Provide Pricing:			
45-Day Tag	See Price Schedule.		
Parts Manual(s) & Service Manual(s)	See Price Schedule.		
Additional Set of Keys	See Price Schedule.		

10-13 Cubic Yard Dump Body

Dump Body Standard Specification Items	Minimum Requirements	Comply Y/N	SPECIFY:
10-13 Cubic Yard 14ft. Steel Dump Bed	Required		
7' wide x 14' long, 43" sides, 53" front, 53" tailgate	Required		
HD ¼" Steel Bed Floor, 2" radius corners	Required		
Full Length Steel Sub Frame	Required		
Crossmember Dimensions	VENDOR TO SPECIFY		
HD Power Up & Power Down Full Hoist	Required		
Hoist Capacity: Approximately 34,000 lb. capacity	VENDOR TO SPECIFY		
Hoist: Powered by Hotshift PTO/Pump combination	Required		
HD Hydraulic Reservoir Tank w/Filter	Required		
HD Hydraulic Hoses	Required		
Bed & Accessories Powder Coated Paint	Required		

SPECIFICATIONS (CONT'D)

10-13 Cubic Yard Dump Body (Cont'd)

Dump Body Standard Specification Items	Minimum Requirements	Comply Y/N	SPECIFY:
Horizontal/Vertical Side Bracing	Required		
Tailgate: Double acting with chains long enough to allow tailgate to lay down horizontal with the floor	Required		
Horizontal/Vertical Tail Gate Bracing	Required		
Dump Bed Accessories and Equipment			
Full HD Steel Cab Guard	Required		
Under Bed Curb Side Steel Storage Box 18" x 18" x 30"	Manufacturer Standard		
Front Streetside Steel Bed Ladder	Required		
2" Oak Side Boards Sealed NOT Painted	Required		
Body Safety Prop	Required		
Tailgate Coal Chute	Required, Center of tailgate		
Lower Bed Rub Rails	Required		
Tailgate Release	Manual		
Spreader Chains: 3/8" Zinc plated steel with plastic coating	Required		
10" Side Board Pockets Front & Rear	Required		
Anti-Sail Mud-Flaps (No Advertising) with 6" minimum tire clearance	Required		
Lighting: All lighting provided is to meet FMVSS 108	Required		
DOT (LED) Required Lighting	Required		
DOT Required Reflectors (Screwed in Place NO Adhesive Back)	Required		
DOT Required Conspicuity Decals	Required		
Fire Extinguisher 10lb. dry chemical	Required		
Body "Up" Warning Light Mounted on Dash	Required		
Towing			
Pintle Hook	Air Cushioned Rigid Mount, Holland PH-400 or equivalent, Capacity 100,000 lbs. gross trailer weight, , 20,000 lbs. vertical load		
HD "D" Type Safety Chain Eyes	Required		
Trailer Receptacle, 7-pin round, mounted at rear above the pintle hook	Required		
Air Trailer Brake Glad Hands; RED on the right, BLUE on the left; located above Safety Chain Eyes	Required		

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE
1.	4	EA	Model Year 2016 or Newer, Dump Truck, Cab & Chassis, 58,000 lb. GVWR, 10-13 Yard Dump Body, Diesel	\$

Delivery of complete unit: _____ DAYS A.R.O. Indicate City/State of Manufacturer: _____

CAB AND CHASSIS OPTIONS

CONTRACTOR ORDER NO.	OPTIONS	UNIT COST
	45-Day Tag	\$
	Parts Manual	\$
	Service Manual	\$
	Additional Set of Keys	\$

DUMP BODY OPTIONS

CONTRACTOR ORDER NO.	OPTIONS	UNIT COST
	Cab Controlled Air Release Tailgate	\$
	Bolt on Spreader Apron	\$
	Vibrating Bed System	\$

MANUFACTURER IDENTIFICATION OF COMMODITY: All bidders are to indicate in the spaces below the manufacturer's name, model, and brand or style number for product bid. Failure to comply with this stipulation may result in the bidder being deemed not responsive.

CHASSIS INFORMATION:

Manufacturer Cab/Chassis: _____

Model No. & Year Cab/Chassis: _____

Manufacturer of Tires: _____

PRICE SCHEDULE (CONT'D):

DUMP BODY INFORMATION:

Contractor: _____

Manufacturer of Dump Body: _____

Model/Model Number of Dump Body: _____

Manufacturer of Tires: _____

Chassis, equipment and/or materials shall be new and unused.

Contractor will be responsible for all expenses incurred for pick-up and return, or transportation and/or service calls, for repair of any of the equipment, or components thereof, awarded as a result of this bid while said equipment is under warranty.

Contains recycled materials – Y/N: _____ if Yes _____%. (Will not be part of the evaluation)

The remainder of this page was intentionally left blank

SPECIAL TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will evaluate the Bid based on the unit price of the Truck Cab and Chassis with Dump Bed, all specified equipment, fully operational and adjusted to factory specifications. To determine the lowest responsive and responsible bidder, the State will multiply the unit price of the vehicle by the quantity. Additional Options of the low bidder will be evaluated by DAS and may be selected for award.

All bidders are required to submit a factory build/order sheet showing all of the standard and option items for each piece of equipment bid to verify each bid is in conformance with the required bid specifications. If not provided as part of the bid response, the Bidder must provide within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish factory build/order sheet either as part of their bid response or within the time specified herein will deem the bidder not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. The single line item consists of the following; truck cab and chassis, dump bed, and all required equipment stated in the specification on pages 3 through page 7.

OPTION PRICING NOTE: Option prices bid are to be less than the manufacturer's suggested retail price(s). Bidder signifies by their signature on page one (1) of the ITB that the option prices bid are less than MSRP. Any options found to be over charged during bid evaluation may have those options deleted from the award.

Bidders must include a unit cost for each option offered. If the option is included in the base unit, the bidder should enter "included" for the option. Failure to enter a cost or "included" for the options offered may deem your bid response as non-responsive and ineligible for an award. Options will be evaluated and awarded at the discretion of DAS.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency as soon as possible after receipt of order or no later the delivery days specified on the price schedule and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud. The transporting and delivery of the vehicle shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. No dealer name signs, clips, license plate brackets or other devices shall be affixed to any part of the delivered vehicle. Any affixed dealer information may be cause for the return of the vehicle.

DELIVERY REQUIREMENTS: Contractor is required to provide the Ohio Department of Natural Resources the final factory build sheet showing all of the standard and option items for each piece of equipment to be delivered to verify each completed piece of equipment is in conformance with the required bid specifications. To schedule delivery, please call 614-512-5623 (Dianne.tredway@dnr.state.oh.us) Attention: Dianne Tredway

CERTIFICATE OF TITLE: The contractor is to furnish the Certificate of Title for the new vehicle and deliver the Certificate of Title within three (3) days after delivery of the vehicle. The title will be delivered to the department ordering the vehicle, unless specified on the purchase order. Unit is to be titled and registered to:

Ohio Department of Natural Resources
2045 Morse Rd
Columbus, OH 43229

SPECIAL TERMS AND CONDITIONS (Cont'd.)

ADVERTISEMENT: Dealer name-signs shall not be affixed to any part of the delivered vehicle.

SALES LICENSE: In reference to OAC 4501:1-3-05 (See Section II.I), DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the dealer will have five (5) business days to respond.

DEALER LICENSE: In reference to OAC 4517.12 DAS may ask for proof of a dealer's written authority from the manufacturer or distributor to sell new vehicles. If requested, the dealer will have five (5) business days to respond.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.): [For Supplies only Bids]:

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

AUTOMOBILE LIABILITY INSURANCE: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SERVICE POLICY AND WARRANTY:

The successful contractor shall furnish with the vehicle the manufacturer's owner service policies and warranties for the basic truck, the conversion, and the modification of the vehicle and all equipment.

The motor vehicles, where applicable, will be completely dealer-serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery.

1. The warranty for the basic truck shall be the manufacturer's standard warranty. The tires shall be covered by the warranty that is standard to the industry.
2. The warranty for the conversion and modification of the vehicle shall provide that all repairs and replacements needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives for a period of one (1) year after final delivery and acceptance of the vehicle. The warranty for the conversion and modifications of the vehicle shall also provide that all necessary service adjustments shall be made promptly without charge by authorized service representatives within ninety (90) days after the delivery and acceptance of the vehicle.
3. The cargo box shall be covered by a warranty providing that all replacement parts and repairs due to defects in material or workmanship shall be furnished and installed promptly without charge by an authorized service representatives within the first year after the delivery and acceptance of the vehicle.