CONTRACT AWARD CA2157-19

SECTIONS:

SECTION I – TERMS AND CONDITIONS

SECTION II – AIP TERMS AND CONDITIONS

SECTION III – SPECIFICATIONS

SECTION IV – PRICE SCHEDULE

CONTRACTOR:

Construction Machinery Industrial, LLC

5400 Homer Drive

Anchorage, AK 99518

Contact: Greg Morrison

(907) 563-3822

Greg.morrison@cmiak.com

Alaska Business License No: 707932

Date of Contract: December 11, 2018

Contract Expiration: December 10, 2019

Estimated Value of Initial Term: $600,000.00

Optional Renewals:

Renewal One Expiration: December 10, 2020

Renewal Two Expiration: December 10, 2021

CONTRACTING AUTHORITY:

State of Alaska

HQ, State Equipment Fleet

5420 Dr. Martin Luther King Jr. Avenue

Anchorage, AK 99507

CONTRACTING OFFICER:

Kristi Futrel

(907) 269-0793

[Kristi.Futrel@alaska.Gov](mailto:Kristi.Futrel@alaska.Gov)

Contracting Authority Name & Title:

Kristi Futrel, Contracting Officer III

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Authority Name & Title:

Greg Morrison, Construction Machinery Industrial, LLC

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# AIP SPECIAL TERMS AND CONDITIONS

## CONTRACT:

* + 1. ONE (1) YEAR CONTRACT WITH TWO (1) ONE YEAR EXTENTIONS for Purchase of Airport Improvement Project (AIP) 4,000 Gallon De-icing Trucks for Alaska Airports.
    2. Quantity: 1 for immediate purchase.
  1. Funding is appropriated through the Federal Aviation Administration.
  2. Location of Use: Statewide
  3. Dealer warranty locations, at a minimum: ANCHORAGE.
  4. In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
     1. At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

## DELIVERY:

* 1. Pre-delivery service: Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
  2. Dealer and vehicle identification.
  3. Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
  4. The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
  5. Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
  6. The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
  7. Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
  8. Delivery Receipt:
  9. A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.
  10. Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

## F.O.B. POINT:

* 1. The F.O.B. point is as listed in Section IV, Bid Price Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State.
  2. The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State’s invoice.
  3. All shipping charges over $100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

## DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

* 1. Time is of the essence in this contract. The bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
  2. In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of a unit of this class, that daily rental fee is determined to be $860.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
  3. These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

## WARRANTY:

* 1. Standard Warranty Package: Unless otherwise stipulated by this ITB, the successful bidder will provide a one year (12-month) warranty.
     1. Full (100%) Parts and Labor Warranty Coverage components for the first 12-months, at the assigned location, from the date the unit is placed in service.
     2. Full (100%) Warranty Coverage includes all cost of labor, parts, freight, transportation, per diem, travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
     3. Should the manufacturer’s standard warranty exceed the minimum State warranty requirements, the manufacturer’s warranty will run in conjunction with and enhance the state’s warranty, then continue for the remainder of its term.
     4. If the state receives from any manufacturer or supplier additional or extended warranty on the whole or any component of the unit, in the form of time and/or mileage, including any pro rata arrangements, or the manufacturer generally extends to fleet customers a greater or extended warranty coverage, the state shall receive corresponding warranty benefits.
     5. For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
     6. Warranty on Attachments:Same as Standard Warranty Package.
     7. In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
  2. Warranty Claims:
     1. Warranty will be provided at the unit’s assigned (in-service). Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
     2. The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
     3. The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
     4. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a Purchase Order (PO) to perform the warranty work.
     5. Failure to notify the State that the vendor intends to begin to perform warranty work is considered a contractual breach.
     6. The vendor will be invoiced for required warranty work performed by the state.  Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.
  3. Warranty Performed by Vendor:
     1. The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder’s closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:
        1. Mileage Charge: mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
        2. Meals are paid at actual cost and charges must be accompanied by receipts. Receipts are not to exceed the State authorized amount of $60.00 per day.
        3. Transportation, such as airfare, shall be reimbursed at actual cost and all charges are to be accompanied by a receipt/copy of the coach ticket.
        4. Lodging shall be reimbursed at actual cost and shall not exceed $150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
     2. Travel will only be reimbursed for time in Alaska.
     3. After hours, weekend and holiday travel must be approved by the Contracting Officer to be considered for reimbursement. The State will not pay for weather delays.
  4. Authorized Warranty Dealer (Contractor):
     1. Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.

Provide name and address for each Authorized Warranty Dealer for each location.

(\*) Construction Machinery Industrial, LLC

5400 Homer Drive, Anchorage, AK 99518

2615 26th Avenue, Fairbanks, AK 99709

5302 Commercial Blvd. Juneau, AK 99801

Provide contact name and contact information for Warranty Administrator:

(\*) Diane Duvall (907) 563-3822

* + 1. The ultimate responsibility for warranty lies with the contractor (bidder).
    2. The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.
  1. Factory Recall: Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from who purchased.
     1. Hazardous Material: Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, no vendors will be allowed to use the State rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oils, coolant and garbage will be removed from the work site. Vendors should note that in some village locations other suitable facilities might be available for rent from local residents or village authority.

## REPAIR ORDERS AND DOCUMENTATION:

Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities, including oils and types used.

## PUBLICATIONS:

* 1. Paper publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.
     1. All paper manuals are to be pre-assembled in factory binders prior to delivery.
  2. Service Manuals:
     1. Complete set(s) to include applicable information covering prime unit and attachments:
     2. Body, chassis, and electrical
     3. Engine, transmission, and differential(s) (service and rebuild)
     4. Electrical and vacuum troubleshooting
     5. Wiring diagrams
     6. Service specifications
     7. Engine/emission diagnosis
  3. Parts Manuals:
     1. Complete set(s) including all updates. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping.
     2. Parts manuals are to be customized by serial number.
  4. Operator’s Manuals: Complete set(s) to include prime unit and attachments.
  5. Quantities: As per Section IV – Bid Price Schedule.
  6. Manuals: To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.
  7. Line Sheets/Bill of Materials:
     1. It is required within 30 days after delivery that the successful bidder provides a comprehensive listing of all components used to assemble the unit.
     2. This includes any components installed by the manufacturer or any subcontractor or the successful bidder.
  8. Service Bulletins, Etc.: The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvement7s that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

## STATEMENT OF ORIGIN:

The bidder/contractor will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet

5420 Dr. Martin Luther King Jr. Avenue

Anchorage, Alaska 99507

## WEIGHT VERIFICATION SLIPS:

A weight scale ticket of the completed unit will be included with the Statement of Origin.

## INSPECTIONS:

* 1. The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
     1. repair or replace at contractor's expense, any or all of the damaged goods,
     2. refund the price of any or all of the damaged goods, or
     3. accept the return of any or all of the damaged goods.
  2. Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.

## PRICE:

* 1. Price Guarantee: The contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
  2. NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.
  3. Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
     1. The increase is a result of the increased cost at the manufacturer’s level and not costs under the contractor’s control, and that;
        1. The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
        2. The increase affects only the item(s) that are clearly identified by the contractor.
        3. Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year’s price and the current difference in the price being requested.
  4. Price Decreases: During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor’s failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

## MANUFACTURER'S REBATE (INCENTIVES):

In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting Officer in writing and to advise the procedures for obtaining such rebates.

## REPLACEMENT PARTS:

* 1. The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.
  2. Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.
  3. Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
     1. If the manufacturer’s warranty exceeds the stated warranty then manufacturer’s warranty supersedes.
     2. Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.
     3. Invoicing: Full description of item is required on all invoices, packing lists and billings.

## EQUIPMENT RELIABILITY:

* 1. Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.
  2. Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:
     1. .90 (90 percent) PR during any consecutive 12-months (365 days) during the warranty period.
     2. .75 (75 percent) PR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.
     3. PR below the state percentages do not meet minimum reliability requirements for state owned equipment.
  3. Machine Failure and Downtime:
     1. Machine Failure is any and all loss of capability to perform fully, as specified, which is not attributed to Conditioned Failure. Machine Failure resulting in the unit being out of service is defined as Downtime.
     2. Conditioned Failure is any Machine Failure attributable to accident, operator abuse or other external cause not attributable to a defect in the machine itself.
     3. Downtime is the actual number of days or fractions of days that the equipment is in a state of Machine Failure. Downtime does not count time used for scheduled maintenance (including preventative maintenance and scheduled major overhauls), time lost for repair maintenance and scheduled major overhauls, time lost for repair of damage as a result of operator abuse or machine misapplication; or time lost as a result of accident or an act of God. Downtime includes:
        1. Actual shop hours (and/or field repair hours) required to return unit to full operational status following machine failure, including trouble-shooting, repair, necessary replacement of parts, and necessary adjustments, plus
        2. Time lost waiting for parts and/or vendor assistance. “Waiting downtime” also applies if need for parts/assistance is discovered during routine maintenance and return to service is deemed counterproductive. In this case, “waiting time” clock begins with notice of need to vendor. Allowance may be considered in “waiting time” calculations if arrival of parts/assistance is delayed by transportation shutdown, to include verifiable transportation scheduling difficulties such as infrequent flights as long as all reasonable alternatives have been exhausted. Parts and assistance are to be provided by the quickest means reasonably possible to avoid unnecessary delays and downtime.
     4. Out of Service Report (OSR): Downtime resulting from machine failure is the actual number of hours a machine is out of service as recorded on the OSR or in the Equipment Maintenance Management System (EMS).
        1. The State will record all downtime on an OSR or EMS work order, which will be originated for each occurrence of downtime. The document will show the date and time a unit went down, the location where the machine was based, the reason the machine is down, date and time the vendor was notified (if applicable), the date and time the machine was returned to service, and the total hours of downtime.
           1. The Contract Manager will finalize and approve the OSR or EMS work order. Both are available for contractor review.
     5. Reporting Downtime: The Contracting Officer will maintain documentation of all Downtime, and shall send copies of such documentation to the contractor.
     6. Calculation of Reliability Ratio: RR is the mathematical ration of operated time (uptime) to out of service time (downtime). The RR will be calculated according to the following formula:

RR = Days in a Month – Days Out of Service\* = DM - DO

Days in a Month \*\* DM

Note \* : Fractional Days apply, i.e., a unit is out of service 8 hours in a 24 hour period equals 1/3 or .33% of a day.

Note \*\*: A day is allocated as 24 consecutive hours from 12:00 AM to 12:00 PM.

Example: 30 days DM with 2 days and 8 hours DT would result in:

RR = 30 - 2.33 = .92

30

* + 1. Unacceptable Reliability: If an item of equipment fails to perform at an acceptable level of reliability during the warranty period, the Contracting Officer will notify the contractor and request immediate remedy. Failure to remedy the piece of equipment within 30 days for failure will result in a breach of contract and the immediate return of the equipment and reimbursement of the Guaranteed Value (V) of the unit:

Original Cost of the unit less (-) Freight = $\_\_\_\_\_\_\_\_\_\_ (V)

Guaranteed Value (V) less (-) the Cost of Operation as listed in the Equipment Rental Rate Blue Book \_\_\_\_\_\_\_\_\_or comparable equipment or the current Federal Fixed Usage Rate for the Class for the State of Alaska (a, b or c per hour) times (X) the number of hours used = \_\_\_\_\_\_\_\_\_\_\_(DV).

1. Example: Cost of a single unit, less freight = $150,000. The hourly cost is $150.00 per hour. The unit was used 150 hours prior to failing the acceptable reliability. The contractor guarantees the unit’s worth at $127,500.00.
   * 1. Prior to return, the State will correct all reasonable cosmetic deficiencies (such as excessive rust) and those deficiencies that are directly related to damage due to accidents, misuse of equipment or failure to operate or maintain equipment as prescribed by the vendor/manufacturer, prior to public auction.
     2. The tires will be serviceable with at least 50% remaining thread.
     3. Oil samples, as per manufacturer’s service manual recommendations, will be taken by State of Alaska maintenance personnel on the engine, transmission, differentials and hydraulics.
     4. In the case of dispute, at the expense of the State, a qualified agent from Northern Adjusters, Inc. or another professionally recognized appraiser may be commissioned for an independent claim appraisal. Such appraisal shall be binding upon the State and the contractor.

## PERFORMANCE BOND FOR WARRANTY & PERFORMANCE:

* 1. A Performance Bond is due within 30 days of the first purchase order.
     1. The State does not have backup equipment in many of its locations. Consequently, new-unit reliability and warranty performance is of vital importance. To insure the possible reliability and warranty service the State requires the contractor to post performance bond in one of the forms listed below.The purpose of the posted performance bond is to secure performance over the entire term of the contract. The performance bond must cover any remaining warranty in the event that the contractor is unable to or otherwise fails to complete the one year warranty period. The amount of the performance bond will be $50,000.00. Release of the performance security will be contingent solely upon the acceptable completion of the terms of the original contract.
     2. The Performance Bond must be posted in one year terms for the life of the contract by a surety company agreed to by the parties to this contract. Failure to post the successive bond, or to provide an alternative security as listed below, will be cause for breach of contract and immediate cancellation of any future orders.
     3. The Performance Bond must be written in a form satisfactory to the State by a company authorized to do surety business in Alaska. The performance bond must provide a statement that it is payable to the State of Alaska as security for the contractor’s full and faithful performance of the contract.
  2. Alternate Security: In lieu of a performance bond, a contractor may post security in the form of a certified or cashier’s check, or a certificate of deposit, to be returned to the contractor provided that the contractor fully and faithfully performs the contract, including all warranty obligations.
     1. A certified or cashier’s check, made payable to the State of Alaska.
     2. A Certificate of Deposit (CD) made payable to the State of Alaska. Inclusion of other verbiage on the “payee” or pay to” line will render the security unacceptable.

## TRADE RESTRICTION CLAUSE (9 CFR Part 30.13FAA Order 5100.38):

* 1. The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
     1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
     2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
     3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
  2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
  3. Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
  4. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
  5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.
  6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  7. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR Part 21 AC 150/5100-15)

* 1. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
     1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
     2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
     3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
     4. Information and Reports. The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
     5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
        1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
        2. Cancellation, termination, or suspension of the contract, in whole or in part.
        3. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (Airport and Airway Improvement Act of 1982, Section 520, Title 49 47123, AC 150/5100-15, Para. 10.c):

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26):

Contract Assurance (§26.13): The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29): The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *30* days from the receipt of each payment the prime contractor receives from the *State of Alaska.* The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *Contracting Officer*. This clause applies to both DBE and non-DBE subcontractors.

## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A):

No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

## ACCESS TO RECORDS AND REPORTS (49 CFR Part 18.36(i), FAA Order 5100.38):

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative’s access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18.36 & Public Law 94-163):

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## BREACH OF CONTRACT TERMS (49 CFR Part 18.36):

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## RIGHTS TO INVENTIONS (49 CFR Part 18.36(i)(8) & FAA Order 5100.38):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## TERMINATION OF CONTRACT (49 CFR Part 18.36(i)(2) & FAA Order 5100.38):

The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR Part 29 & FAA Order 5100.38):

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

## CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR Part 18.36(i)(12) & Section 306 of the Clean Air Act & Section 508 of the Clean Water Act):

* 1. Contractors and subcontractors agree:
     1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
     2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
     3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
     4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

## BUY AMERICAN PREFERENCES (Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 & Title 49 U.S.C. Chapter 501, AIP Program Guidance Letter 91-3):

* 1. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
     1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
     2. Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
     3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
  2. (\*) The successful bidder will be required to certify in writing:
     1. All products are wholly produced in the US of US materials, or;
     2. Provide an approved waiver from the FAA for non-US produced products, or
     3. Certify that the equipment being offered is on the Nationwide Buy America conformance list.
  3. (\*) If the bidder cannot produce one of the above, then the following must be provided for FAA approval prior to purchase:
     1. A statement providing detailed information regarding the following:
     2. Manufacturer and country of origin of the equipment bid.
     3. The location of the final assembly of the equipment (final assembly is the substantial transformation of the various components and subcomponents into the equipment)
     4. The cost of the US components and subcomponents for the equipment.
     5. The cost of the non-US components and sub-components for the equipment.
     6. The resulting percent of US and non-US components.
  4. For further guidance on the Buy America requirements please refer to Program Guidance Letter 10-02 at the web site:

<http://www.faa.gov/airports/aip/guidance_letters/media/PGL_10_02.pdf>

# AIP STANDARD TERMS AND CONDITIONS

## ACCESSORIES:

When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder’s failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.

## ADDITIONS OR DELETIONS:

The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.

## AMENDMENTS:

Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.

## ASSIGNMENT(S):

Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State’s approval of an assignment will be rejected as nonresponsive.

## AUTHORITY:

This solicitation is written in accordance with Alaska statutes AS 36.30 and 2 AAC 12.

## BILLING INSTRUCTIONS:

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

## BRAND AND MODEL OFFERED:

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder’s failure to identify the brand and model offered will cause the State to consider the offer non-responsive and reject the bid.

## CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:

By signature of their bid/proposal the bidder/proposer certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.

Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

## COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:

The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.

## CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

## CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

## CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

## CONTRACT ADMINISTRATION: The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

## CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

## CONTRACT FUNDING: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

## DEFAULT: In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.

## DELIVERY: All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.

## DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

## DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

## FORCE MAJEURE (Impossibility to perform): Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

## HUMAN TRAFFICKING:

By signature on this contract, the offeror certifies that:

the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State’s Trafficking in Persons Report; or

The most recent United States Department of State’s Trafficking in Persons Report can be found at the following website: [www.state.gov/g/tip/](http://www.state.gov/g/tip/)

Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

This pertains to goods and services above $50,000.00.

## INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

## INSPECTIONS: Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

## INSURANCE:

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

## ITEM UPGRADES: The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

## NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor’s responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract’s failure to comply with this requirement will cause the State to seek remedies under breach of contract.

## ORDER DOCUMENTS:

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

## PAYMENT:

Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

## PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.

If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.

Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.

Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.

By submission of a bid, the offeror consents to the contracting officer’s exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.

A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.

## QUANTITIES:

The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.

## SEVERABILITY:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## SHIPPING DAMAGE:

The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.

## STANDARD AND SPECIAL TERMS AND CONDITIONS:

The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.

## SUBCONTRACTOR(S):

Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Subcontractors can only be changed per AS 36.30.115 (b).

## SUCCESSORS IN INTEREST:

This contract shall be binding upon successors and assigns.

## SUITABLE MATERIALS:

All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.

## TAXES:

Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.

## WARRANTY:

Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

LOT 1

SPECIFICATION #292-4K-AIP

4,000 Gallon Runway Deicer Unit

# SPECIFICATIONS

## GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the latest manufacturer's current model and design 4,000 gallon capacity liquid deicer unit mounted on a 77,200 GVW 6x4 cab and chassis truck. The truck shall require a central FEPTO hydraulic system to power the deicer functions with controls mounted inside the cab.

Materials: Materials shall conform to the specifications listed herein. When not specifically listed, materials shall be of the best quality for this purpose in commercial practice. Materials shall be free from defects and imperfections that might affect the serviceability of the finished product.

Design: The design of the equipment shall be in accordance with the best engineering practices. The equipment design and accessory installation shall be free of hazardous protrusions, sharp edges, cracks, or other elements that might cause injury to personnel or equipment. All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective looms or grommets at each point where they pass through structural members, except where a through-frame connector is necessary.

The unit provided is required to meet all current federal and state regulations such as, but not limited to FAA, FMVSS, and CFR. The unit must not exceed the manufacturer’s weight rating of the vehicle at any tire or axle position.

The unit, including all necessary equipment, shall be furnished complete and ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished. Any items appearing in the manufacturer’s regular published specifications are assumed to be included in the bidder’s proposal.

Any adaptations, deletions, or variations from the manufacturer’s regular published specifications must be outlined in an attached clarification letter.

Referenced Standards:

Certain ISO, SAE, FAA, and other consensus standards may be referenced in this specification. Unless otherwise specified, the latest version of each standard is to be understood. Such standards apply to this specification whether or not they are required by statutes or administrative law.

Component Selection:

The components selected shall be rated for the maximum loading they would be subjected to in severe service. The torque rating of a driven component shall exceed the input torque. The component parts and structure of the unit shall be sized and designed to safely withstand the maximum load imposed, without failure or induction of deterioration. All units shall be constructed from current production components.

Standard Components:

All components and accessories cataloged as standard, unless superseded by these specifications, shall be provided with the unit.

Necessary Components:

Contractors shall provide any components, hardware, or part necessary for proper assembly, installation, and operation even though that item(s) is not specifically described in the bid specifications. This includes all fittings, couplers, brackets, adapters, etc. Bidders shall include the cost of such components, hardware, and parts in the bid price.

APPLICATION:

Distribution of Runway de-icing chemicals under varying weather conditions to - 40 ℉.

1. Cab to body dimension 22”
2. Overall length approx. 385” - 397” depending on boom.
3. Overall width (widest point, mirrors or boom in stored position)

50’ Boom – 121”

75’ Boom – 135”

100’ Boom – 137”

1. Overall height 129”

## CHASSIS:

* 1. GVWR: Not less than 77,200 lbs.
  2. Conventional cab, 6X4 series.
  3. Steel channel frame with yield strength of 120,000 PSI minimum and combined section modules of 29.42 and an RBM of 3,530,400 in.-lbs. minimum.
  4. Single tow pin in front bumper or two frame mounted front tow hooks.
  5. Front bumper, swept back steel channel.
  6. All frame construction, must use huck bolts.
  7. 297” frame length must be provided for mounting necessary equipment (i.e. deicer and flusher). Frame cut after mounting of equipment to be held to truck manufacturer's recommended standards.

## ENGINE:

* 1. Type – diesel engine, with an approximate Society of Automotive Engineers (SAE) net horsepower of 345, at 1500 RPM, with 1280 lb.-ft. torque at 1,100 RPM minimum and meet current emissions.
  2. Engine preheater shall be included.
  3. Front Engine Power Take off (FEPTO) mount for 1350 series Spicer (or approved equal) shaft and joint extending forward of radiator, with mount for pump fully installed on truck.
     1. FEPTO drive shaft flanges for the u-joints shall be half-round style for ease of maintenance
  4. 15.9 CFM air compressor, minimum.
  5. Heated fuel/water separator with sight glass.
  6. Automatic hi-temp, low oil pressure engine shutdown.
  7. Block heater with plug at driver's side, 1,500 Watt/120-Volt.
  8. Fuel tank:
     1. Approximate capacity of 70 gallons steel or aluminum and meet all current Department of Transportation (DOT) specifications and International Code Council (ICC) requirements.
  9. Vertical tailpipe, with 90-degree elbow and safety shield assembly, must be mechanically fastened (not welded) to frame rails behind cab for maximum stability including brace below tip.
  10. Radiator: necessary frontal area to provide adequate cooling when used in conjunction with transmission cooler and AC condenser.

## TRANSMISSION and DRIVELINE:

* 1. Type - Allison Model 4500 RDS, 6-speed automatic.
  2. Magnetic drain plug.
  3. Temperature gauge, direct reading.
  4. Push button electronic shift control.
  5. Oil Cooler.
  6. Spicer SPL250XL “EXTENDED LUBE SERIES” MAIN driveline and Spicer SPL170XL “LIFE SERIES’ INTERAXLE DRIVE LINE”

## FRONT AXLE, SPRINGS AND STEERING:

* 1. Axle capacity not less than 20,000 lbs., I-beam construction.
  2. Spring capacity not less than 20,000 lbs. capacity, taper leaf.
  3. Power Steering, Dual HD
  4. Shock absorbers.
  5. MERITOR AUTOMATIC slack adjusters.

## REAR AXLE AND SUSPENSION:

* 1. Traction Differential – Driver controlled inter wheel differential lock on rear axle, manual air valve with warning light.
  2. Axle capacity not less than 58,000 lbs.
  3. Rear axle ratio to provide maximum road speed of 55 mph at GVWR while providing compatibility with manufacturer's recommendations for engine, transmission and other drive-train components.
  4. Suspension capacity not less than 58,000 lbs. at ground.
  5. MERITOR AUTOMATIC slack adjusters
  6. Driver Controlled Inter axle Differential Lock, Manual Air Valve with Warning Light.

## BRAKES:

* 1. MERITOR WABCO or Bendix ABS Anti-lock air brakes.
  2. Heated air dryer w/coalescing filter.
  3. Parking spring brake chambers on both rear axles.
  4. Backing plate shields for brakes, front and rear.
  5. Front Meritor “S” CAM TYPE 16.5” X 6” Q+ brakes
  6. Rear Meritor “S” CAM 16.5” x 7” P brakes

## WHEELS AND TIRES:

* 1. Front- 425/65R 22.5, 20ply, tubeless.
  2. Rear – Traction Tread, 12R24.5 16 ply, tubeless.
  3. Hub piloted disc wheels, front and rear, painted white with wheel guard separators between wheels and hubs and between dual wheels.
  4. Mud flaps fore and aft of rear axle, aft of the front axle, 1/4" black rubber, anti-sail (No Advertisement) to within 12 inches of the ground.
  5. Spare tire and wheel assemblies, mounted and balanced, are to be supplied for the front and rear. One for the front, one for the rear. They shall match the supplied tire and wheel assemblies on the vehicle.

## CAB:

* 1. Driver’s seat shall be high back six way adjustable with air suspension and adjustable lumbar support with body cloth inserts and retractable three point seat belt. There shall be an inside armrest on the driver’s side. A bellows-type or protective skirt shall cover the seat suspension mechanism. Passenger’s seat shall be manufacturer’s standard non-suspension (static) high back design with body cloth inserts and three point seat belt. Seats shall be color coordinated with the cab interior.
  2. Sun visors, left and right.
  3. Grab handles required for a 3-point entry.
  4. Dual air horns and dual tone electric horn.
  5. Left and right hand rectangular bright finish power heated mirrors, 6" x 16", "West coast" - type, (LH & RH) 8.9” diameter convex mirrors mounted below west coast mirror. Extra rectangular convex mirror above right hand door window.
  6. Parking brake with warning light.
  7. Illuminated direct-reading gauges, including:
     1. Air Pressure Gauges
     2. Ammeter/Voltmeter
     3. Coolant Temperature
     4. Engine Oil Pressure
     5. Fuel Level
     6. Speedometer
     7. Tachometer
     8. Transmission Oil Temperature
     9. Gear shift
     10. Air cleaner restriction gauge
  8. Engine Alarms: visible and audible for low oil pressure and coolant overheat.
  9. 2 speed intermittent electric windshield wipers with washers.
  10. Safety tinted windshield side and rear windows.
  11. Manufacturer's standard air conditioner, heater and defroster.
  12. Tilt Steering Column

## FLUID LEVELS:

* 1. Hydraulic oil tank to be full upon delivery.
  2. All engine fluids including reservoirs, if provided, at manufacturer's suggested levels at delivery.
  3. All fluid reservoirs properly labeled in a visible location.
  4. Coolant protection w/protection to – 60 ℉.

## DEICER/FLUSHER COMPONENTS:

* 1. 4,000-Gallon Deicer:
     1. 4,000 gallon Deicer unit mounted on a 6x4 cab and chassis.
     2. Mounting of the deicer unit onto the chassis shall not allow more than a six (6) inch gap. The mounting will allow a narrow hydraulic tank (approximately 12 inches in depth) to be mounted between the cab and the deicer tank with gaps on both sides.
     3. All equipment shall be operated from in cab, including application rate, movement of booms, and opening and closing of spray nozzles. Flusher nozzles shall each be controlled independently from inside the cab.
     4. Spray booms shall have three (3) sections of nozzles with each section capable of being operated independently of each other. The 75’ and the 100’ shall have five (5) sections.
  2. Spray Boom:
     1. Constructed of high strength5”x 5” square tubing in a trussed design on the main boom section, and 3X5 tubing for the outer boom section. Batts design of 1” gusseted steel round structural tubing in a triangular design is acceptable.
     2. Booms are rear mounted and consist of one (1) center section. Two (2) swing-out Inner boom sections for the 50’. The 75’ and 100’ booms shall add (2) folding outer boom sections.
     3. All boom cylinders shall have adjustable flow controls on them to control travel speed of each particular cylinder.
     4. Boom to include a break-a-way feature to help prevent damage in the event of striking an object, while driving.
     5. The boom mounting system to be braced to prevent excessive sway or twisting independent of the vehicle.
     6. Spray swath must be minimum of 50feet.
        1. Pricing for 75 foot and 100 foot booms required, per Bid Price Schedule.
     7. Nozzles are located on 30-inch centers.
     8. Center section shall be wide enough to clear the tank allowing the folding to be folded alongside for transporting.
     9. Both wings to be folded alongside of vehicle to facilitate ease in storing or spraying in close areas.
     10. Storage brackets are to include cushioning bumper and pad to help protect boom when moving to/from storage position and when in transport position.
     11. Storage brackets are to include pads to cushion the boom when moving from/to spray position and back to transport position.
     12. Booms must NOT go past the back of the cab of the truck.
     13. Operation of Boom: In cab, hydraulic controls must be able to function in any mode and independent of engine RPM, gear ratio, speed, or direction of travel.
     14. Booms shall have (3) LED clearance lights down each side facing the outside of the machine as to be visible from the rear of the machine at night.
     15. Center Section Spray bar Protection, Center section shall have a “bumper” on it to protect the nozzles in case of hitting something while backing up.
  3. Spray System:
     1. There shall be a spray system installed on the front of the truck consisting of (3) spray bars, Left, Center, Right.
     2. System shall spray at the same time as the rear spray system.
     3. System will cover 36’ feet with the (3) sections with overlapping nozzle patterns.
     4. System shall be controlled by the control system.
  4. Backup Camera:
     1. A backup camera will be installed on the rear of the machine with a monitor in the cab for operator observation. The backup camera will have to ability to be “on” continuously when the unit is in operation.
     2. Backup camera will have a “reverse” only mode in which the monitor only comes on when the unit is backing up.
  5. Pavement Temp Sensor:
     1. A pavement temperature sensor will be installed and give the operator ambient temperature and surface temperature.
  6. Hose Reel:
     1. A removable Electric rewind hose reel will be mounted on the driver’s side of the unit. The hose reel will have a 100’ capacity of 1” hose and an adjustable pattern/volume spray gun on it.
     2. Hose reel motor will be wired to the battery with a quick dis connect and its own circuit breaker for protection
     3. Hose reel installation will have a Momentary “ON” push button switch that is used to activate the motor to rewind the hose.
     4. The switch is protected by a safety shield to keep from making accidental contact with the switch.
     5. The hose reel had quick disconnect fittings on the liquid line for fast removal.
     6. The hose reel is activated by a switch in the cab that turns on an electric ball valve to supply the reel.
  7. Hydraulics:
     1. PTO:
        1. Hydraulics shall be front live driven. No electric or auxiliary motors.
        2. Pump driveline to be covered by a removable cover.
     2. (\*) Hydraulic Pump: To be a United States manufactured 75cc axial piston pump with pressure compensator and load sense.

Provide Make and Model: Eaton 420

* + - 1. Pump shall be direct mounted on a mounting plate between the frame rails on the front of the truck, allowing for correct driveline drive angle.
    1. All functions on the machine hydraulics are controlled by electrical switches in the cab.
    2. Valve Bank:
       1. All work ports to be SAE “O” ring or split flange.
       2. Control manifold for operation of booms and shut-off valves must be in a heavy duty weather tight enclosure to protect from the environment. To provide easy access to valves by maintenance personnel.
       3. All valves shall be permanently labeled indicating their purpose or function.
       4. If required by the manufacturer, manual overrides to be installed on each valve cartridge. Boom functions and pump functions must be capable of being run from these overrides. (Per Amendment 1)
    3. Hydraulic Hoses and Hose Fittings:
       1. High pressure hydraulic hose to be *WEATHERHEAD* H104 or *PARKER* equivalent.
       2. Low pressure hydraulic hose to be *WEATHERHEAD* H325 or *PARKER* equivalent.
       3. Suction line is to be 100R4.
       4. Low pressure hydraulic suction line is not acceptable.
       5. Fittings; "O" split-flange "O" ring type with *J.I.C.* and 45 degree NPT type to be used only where "O" ring types are not suitable.
       6. All hoses and lines, properly sized, installed, and secured, to provide adequate function speed, proper bend radius and avoid sag and chaffing.
       7. Lines to be routed inside frame rail when possible. Routing to be most advantageous to future maintenance.
       8. Condition: Under no condition will a hydraulic system with a flexible rubber hose, located closer than six (6) inches to the exhaust system be acceptable.
    4. Hydraulic Oil: Units to be provided with AW32 provided these oils are approved by the hydraulic component manufacturers for our application.
    5. Hydraulic Reservoir: Hydraulic Reservoir shall be sized to allow for adequate dwell time of the oil for the 75cc size pump.
       1. It shall have a low level indicator with light/buzzer in the cab in the event of low hydraulic fluid.
       2. It shall have a 10 Micron absolute return filter for system filtration.
       3. Filter housing shall have a gauge port to show return pressure.
       4. It shall have a visual level site gauge on the driver’s side of the tank for easy checking.
  1. Deicer Fluid/Flusher Pump:
     1. Defco 8200 or equivalent.
     2. Hydraulically driven 2 gear straight piston motor, 4”, 600 GPM at 50psi, single stage, centrifugal design to handle flusher requirements and compatible with deicing fluids.
     3. Location of Pump: Must be lower than tank outlet. To be located for ease of maintenance and suitable for maximum flow dependent on product and type of operation. Pump and pump valve station to be mounted on driver’s side right behind the cab or at the rear of tank. Pump to have drain valve located on bottom of pump.
     4. Fittings: Inlet and Outlet manifolds shall be stainless steel, the outlet manifold shall be 3” throughout and the inlet manifold shall be 4” throughout. All manifolds are designed for maximum flow for system efficiency.
     5. Pump Inlet: Pump inlet manifold shall allow for filling off of either side of the tank or at the rear of the tank and be 4”.
  2. Valves - Piping - Nozzles:
     1. Manual Valves: All butterfly, gate, and shut-off valves to be of good quality, easily repairable, and corrosion resistant to all products standard in de-icing operations.
        1. All manual valves must be located within reach of the operator from ground level. Reaching between the booms in either the deployed or stored position to operate a manual valve is not acceptable.
     2. Hydraulic Valves: All ball valves and in-cab controlled valves must be capable of operating down to -40 ℉ with minimum delay and be sized for maximum flows.
     3. Manifold:
        1. Outlet Manifold must be designed to allow pumping system to be used for tank circulation (to keep chemical from separating) and for loading or unloading tank while in stationary position.
        2. Gated connections to be as follows:
           1. Inlet manifold connections shall have (4) inch male camlock with stainless steel tethered cap.
           2. Outlet manifold connections shall have (3) inch male camlock with stainless steel tethered cap.
     4. Ability to drain unit quickly and without power must also be part of manifold design.
     5. Piping: All piping/hosing will consist of stainless steel or wire reinforced EPDM hose, rated for -40F operations.
     6. Nozzles - De-Icing:
        1. Nozzles must be Stainless Steel or Polypropylene, “Large Droplet” sized, to provide adequate application rates and designed to prevent drifting in high winds.
        2. Located on 20 to 30 inch centers and at a height of 20 to 30 inches above ground plane.
        3. Manufacturer’s standard nozzle assembly and design. Quick change nozzles requiring removing nozzles from the machine to change size are not acceptable.
        4. Nozzle Check Valves: The check valve must be an integral part of the nozzle assembly. It must have a manual quick flush cleanout to clear the valve of any debris by un-seating it by hand.
        5. The check valve must also be serviceable without the use of special tools for quick in field maintenance. If a special tool is required, it must be provided with unit.
     7. Flusher Unit:
        1. To be the *CINCINATI* system (or equivalent), consisting of four (4) flusher nozzles with a 115 degree flat pattern.
        2. Nozzles to be adjustable for swath and angle
        3. Flusher nozzles will be mounted to SS spray bar tubes (2)
        4. There will be 2 flusher nozzles on each tube.
        5. Each flusher tube is hydraulically controlled by an individual switch in the cab. 1 Left and 1 Right
        6. Flusher to be designed to adjust pattern from straight forward to a 45 degree toward curb side and street side. This adjustment to be controlled from inside the cab and while moving and operating flusher system.
        7. Shut-offs for flusher system into two (2) sections Left and Right that may be operated independently or at the same time.
        8. System to be capable of 50 GPM at 50 PSI at all four (4) nozzles at the same time.
        9. Piping shall be 304 stainless steel and wire reinforced hose.
  3. Liquid De-Icing Distribution:
     1. Liquid sprayer control system shall provide automatic synchronization of the application rate of liquid product regardless of speed, transmission gear selection, or any inefficiency common to most liquid product spraying systems.
     2. The rate of application shall be equal at all nozzles over entire length of spray boom. Spray boom tubes to be constructed of Stainless Steel tubing with a minimum of 2”x2”. All fittings shall be flat faced gasket type to prevent dripping.
     3. Liquid Calibration and Control System:
        1. (\*) System that is capable of downloading amount of material spread to a laptop computer. System provided is to automatically maintain a predetermined application rate regardless of vehicle speed, gear selection, oil viscosity, or various other inefficiencies inherent to liquid application system. System shall include the ability to adjust the application rate electronically “on the fly” for varying conditions.

Parker IQAN System

* + - 1. (\*) Software shall be supplied if required to print out gathered information.

Software is included to run reports from laptop.

* + 1. Control Console:
       1. (\*) Will include the flow based control systems along with control modules for boom controls, nozzle controls, flusher controls, as a minimum.

Flow meter make and model: Raven RFM200 Control System

* + - 1. Console will be located for easy access by the driver/operator.
      2. All of the above controls to be properly labeled, illuminated, and be adequately spaced for ease of operation.
      3. The console is not to interfere with the removal of the dog house, if so equipped.
      4. The Cab floor console/pedestal mount is to be properly reinforced to prevent fatigue failure (existing cab floor bracing to be utilized where possible).
      5. All switches, gauges and controls to be properly identified.
      6. Stick-on type tape labels are not acceptable.
      7. All identification to be back lit for identification and function for viewing in day or night conditions.
      8. All dials, gauges, switches, controls, and ID’s to be properly lighted for day or night operation.Map style or exterior mounted panel lighting is not acceptable.
  1. Tank Configuration and Material:
     1. Capacity: Minimum 4,000 U.S. gallon tank.
     2. One (1) each compartment, with three (3) each, minimum ten (10) gauge, flanged baffles.
     3. Heads minimum ten (10) gauge with dished and flange weld area.
     4. Tank thickness minimum ten (10) gauge.
     5. All 304 stainless steel material.
  2. Sills and Sub frame: Minimum eight (8) gauge 304 stainless steel. All backups, end caps, and reinforcement plates to be 304 stainless.
  3. Ladder: Street side at front of tank. Approximately ten (10) inches wide and to extend from top of tank to no lower than center line of axles. Steps to be of heavy galvanized expanded metal. Steps are to include a folding section to keep ground clearance at a minimum of 48 inches. Securement for the folding section to be heavy-duty (each side of ladder for double protection).
  4. Manhole: 20-inch manhole with ten (10)-inch filler cap, lower profile with quick release clamp. Spillway around manhole to be provided with drain through 2 drains on each end of tank. If walking is required to get to the manhole, a catwalk is required to be provided.
  5. Sight Gauge:
     1. Located street-side to extend from top to bottom of tank with stainless steel capacity chart calibrated in 500 gallon intervals.
        1. Basic tank level shall be easily viewed from the driver/operator position.
     2. If an exterior tube is used, a ¼-turn ball valve shall be provided at the lower connection in case the tube is damaged. The tube will be vented back into the tank.
  6. Sump:
     1. 10ga full length tapered sump with 3” shell holes above the sump. Sump tapers from front to rear with about 7-3/4” depth at the very back by the 4” hose barb outlet fitting.
     2. To be constructed so no “Vortexing” and “Whirl pooling” action takes place in maximum pumping conditions.
  7. Fenders:
     1. Fenders, non-corrosive material, are to completely cover rear tires of vehicles and be sufficient size to prevent tires from throwing spray onto tank or vehicle. Mud flaps, anti-sail, both in front of and behind tires.
  8. Paint: Tank shall be painted or powder coated to match the chassis or 304 stainless left natural with reflective safety decals.

## ELECTRICAL:

* 1. Marker Lights:
     1. Each boom wing shall have at least three (3) each LED marker lights. One (1) should be located near the end of the boom so operator can maintain visual contact at night or in hazy conditions.
  2. Work lights:
     1. Two (2) each, rubber mounted, adjustable, minimum 3000 lumen LED flood, to be mounted on cab mounted light bar.
     2. Two (2) each, rubber mounted, adjustable, minimum 3000 lumen LED flood, to be mounted on rear head of tank.
     3. All work lights to be on a single switch located on the deicer’s control console.
  3. Strobe Lights:
     1. To provide visibility by a minimum of any three (3) lights, from any direction. One located on top of tank and one on each boom tip.
     2. Switch to have an “ON” indicator light and be within easy reach of operator, on the deicer’s control console. Separate switch for booms tips and top of tank.
  4. Complete flush mounted lighting system shall conform to Federal (FMVSS) specification #108.
     1. Stop, turn, and taillights to be *TRUCK-LITE* Model Super 44 LED Grommet Mount, or equivalent LED.
  5. Back-up lights to be *TRUCK-LITE* Model 44 with 54 diode pattern grommet mount, or equivalent LED.
  6. Back-Up Alarm: To be electronic with self-adjusting sound level, located on the rear of the chassis, as per manufacturer’s instructions.
  7. Wiring:
     1. Wiring, connectors, and harnesses shall be of the highest grade offered by the manufacturer. Any optional protection from cold, moisture, or other environmental conditions shall be included as standard.
     2. Unit is to include any and all optional RF (Radio Frequency) shielded wiring harnesses available, including the engine and transmission.
     3. Accessory wiring to include rated breaker switches incorporated into the center control console.
     4. Accessory wiring to be in dedicated looms entering cab not mixed looms. (Example: Strobe light wiring to be in same loom).
     5. All wiring to be color coded, or continually numbered every 18 inches, minimum.
     6. Located for maximum protection from road splash, stone abrasion, grease, oil, fuel, and heat from engine and components, and include waterproof connections.
     7. Routing through structural members to be protected by grommets.
     8. To be secured by clips at intervals to prevent rubbing or chafing due to movement.
     9. All junction boxes and light housings to be constructed of corrosion proof material.
     10. All auxiliary wiring should be continuous (any splices or connectors are to be weather proof) from the cab junction box to the bulkhead connector plate, from there to the body junction box, then from the body junction box to all rear of cab stop, turn, tail, back-up, and strobe lights, and accessories.
  8. Batteries: 2,775 minimum CCA
  9. 160 amp alternator, minimum
  10. AM/FM Stereo with Bluetooth capabilities
  11. 12V Cigar Style Power Outlet

## TRAINING:

* 1. For award purposes, price should include all travel and training related costs to Anchorage, Alaska. Any travel beyond Anchorage will be billed at the actual rate and a separate Purchase Order will be issued.
  2. Factory Training for the deicer unit including its components only:
     1. Factory technician shall provide training covering operation and maintenance. A minimum of 16 hours training, within two (2) weeks after delivery.
     2. The training location will be at the assigned airport.
     3. To include a minimum of eight (8) hours of operator training including the following, as a minimum applicable agenda:
        1. Operating procedures per operating manual.
        2. Break-in procedures.
        3. Equipment limitations.
        4. Operator maintenance.
        5. Before operations checks and lubrication.
        6. Safety.
        7. Cold weather operations.
        8. Jump starting.
        9. Welding on equipment.
        10. Towing or transporting equipment.
        11. Instruments and controls.
        12. Gauge interpretation.
        13. Equipment operation, Do’s and Don’ts.
        14. Attachment operation, Do’s and Don’ts.
     4. To include a minimum of eight (8) hours of mechanics (Journeyman level) training including the following theory, trouble shooting, and test procedures for, as a minimum applicable agenda:
        1. Electronics.
        2. Electrical.
        3. Hydraulics.
        4. Air system.

## PERFORMANCE STANDARDS:

* 1. The front tire and axle capacities shall not be exceeded when the vehicle is fully loaded.
  2. The entire deicer operations shall be controlled from the vehicle cab so as to allow all functions to be controlled and monitored by a single driver/operator.
  3. Tests:
     1. The State reserves the right to conduct a performance test to insure contractor compliance with the stipulated requirements prior to acceptance.
     2. The bidder and/or manufacturer will be afforded an opportunity to witness the performance of this test.
     3. Interpretation of the test results is, however, the sole responsibility of the purchaser.

## MISCELLANEOUS REQUIREMENTS:

* 1. Accessibility:
     1. Consistent with good engineering practices, parts and components shall be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure.
     2. Locks, controls, and fasteners shall be designed to prevent over-torque by operators who lack feeling in their hands while wearing heavy gloves.
     3. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.
     4. Equipment cover plates, which must be removed for component adjustment or removal, shall have quick-disconnect fasteners or hinged panels providing quick access.
     5. Locate all drains, fillers, plugs, grease fittings, hydraulic lines, bleeders, and checkpoints for all components such that they are readily accessible and do not require special tools for proper servicing.
     6. All components shall be designed and protected so that heavy rain, snow, ice, and slush will not interfere with normal servicing or operation.
  2. Paint and Anti-Corrosion Treatment: The unit shall be cleaned, treated, and painted in accordance with the best commercial practice. Corrosion resistant materials, treatments, coverings, paints, and coatings should be specified throughout.
     1. The deicer unit shall be cleaned, primed, puttied, sanded, and painted with the first line quality polyurethane enamel paint. (Exception given to chrome, stainless steel, poly type fittings, and hoses.)
     2. The finish paint shall be free of “fisheye,” orange peel,” chips, runs, and other imperfections that detract from the unit’s appearance.
     3. Boom: Finished color shall match FAA requirements, Standard 595A-13538 or CHROME YELLOW, DuPont 4320AH.
     4. Nameplates/ID/component and instruction plates are not to be painted over. This includes such items as hydraulic pumps, etc.
  3. Nameplates and Instruction Plates:
     1. All nameplates and instruction plates shall be metal or plastic, with the information engraved, stamped, and etched thereon. If metal, plates shall be made of non-corrosive material, chrome-plated, or nickel silvered. These plates shall be attached with screws, bolts, or rivets. Each plate shall be mounted in a conspicuous place.
     2. Plastic plates shall not be used in exposed positions where they are subject to weathering.
     3. Name plates shall show make, model, serial number, and other such data as to positively identify the item.
     4. Recommended tire pressures shall include nameplate or be stenciled at each wheel location.
  4. Delivery:
     1. Shipment from Seattle/Tacoma area to Anchorage is to be via Totem Ocean Trailer Express, under deck.
     2. Domestic Shipment: The deicer and its accessories and tools shall be packed in such a manner as to ensure safe delivery to the designated point.
     3. Marking: Marking for shipment shall be in accordance with instructions issued by the purchaser.
     4. Bonded drive-a-way delivery shall be required in all cases of surface movement of the vehicle.
     5. Surface movement (vehicle being driven) is limited to loading for truck or vessel shipment. Surface movement over the Alaska-Canada (ALCAN) Highway is not acceptable Surface movement from Deicer manufacturer to Seattle port is not acceptable.

## FINAL ACCEPTANCE REMINDER:

Final acceptance is at final destination; however, all major tests will be conducted at the manufacturer's place of business unless the State has reason to believe alterations or damages have taken place which may have changed the performance or design characteristics of the unit since the time of inspection at the manufacturer's location.

A final inspection of the unit will be conducted at the assigned location to assure that the unit still meets specifications.

**BID SCHEDULE**

**DELIVERY**: Not more than 270 days ARO (After Receipt of Order).

**FOB**: Per Purchase Order

**F.O.B. Clarification:** Dockside Seattle/Tacoma area. However, the bidder is responsible for shipping the unit to the final assigned destination. Final shipment to in-service locations as annotated on the Purchase Order will be arranged and pre-paid by the contractor. The actual cost from the Seattle/Tacoma area will be invoiced as a separate line item on the invoice for full reimbursement by the State. Shipping arrangements will always be in the best interest of the State and any extraordinary costs or circumstances must be pre-approved by the Contracting Officer prior to shipment.

Item Total

# Unit Description $ Amount

1a ea. 4,000 Gallon Runway De-Icing Truck 50’ Boom $267,328.00

Make / Model Offered:

Wausau Tyler Ice AD4000 on Mack Granite Chassis

1b ea. Additional Cost for 75’ Spray Swath (In lieu of 50’) $14,191.00

1c ea. Additional Cost for 100’ Spray Swath (In lieu of 50’) $16,934.00

1d ea. Training $2,200.00

Per specification 12.0

1e ea. Publications $1,290.00

Per Section I, Item 7.0

VHF RADIO: *(OPTIONAL ITEM)* $5,940.00

* 1. Mobile: *ICOM* Model IC-A120 VHF (AM) aeronautical band, complete with noise canceling microphone, external speaker, external transmit/receive antenna mounted on cab.
  2. Installation:
     1. Speaker shall be mounted in cab so the operator can hear with engine running at full power.
     2. Main unit to be shock mounted.
     3. Installation to be performed by holder of a current FCC Radio Telephone license (copy of certification to be provided with delivery of unit).