

CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508	CONTRACT AWARD NUMBER CA1794-13
ORDERING DEPARTMENT: HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508 (907) 269-0793 PHONE / (907) 269-0801 FAX	DATE OF CONTRACT: JANUARY 20, 2013 DATE INITIAL CONTRACT BEGINS: JANUARY 20, 2013 DATE INITIAL CONTRACT ENDS: JANUARY 20, 2014	
CONTRACTOR: YUKON EQUIPMENT INC. ADDRESS: 2020 E. 3RD AVENUE ANCHORAGE, AK 99501 CONTACT NAME: EARL LACKEY PHONE NUMBER: 907-277-1541 E-MAIL: EARL@YUKONEQ.COM	NUMBER & PERIOD OF RENEWALS: (2) 1 YEAR RENEWALS RENEWALS EXPIRE (MO/YR): JANUARY 20, 2016 ISSUED IN ACCORDANCE WITH BID # SEF- 1794 DATED: DECEMBER 18, 2012 ESTIMATED VALUE OF INITIAL TERM: \$165,000.00	
SEND INVOICES IN DUPLICATE TO: STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508		
THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.		
DESCRIPTION		
<p>CONTRACT TO PURCHASE</p> <p>CASE IH MAXXUM 140 MC UTILITY/AGRICULTURAL TRACTOR</p> <p>SCHULTE XH1500 BATWING MOWER ATTACHMENT</p> <p>TIGER TRB50 SIDE BOOM MOWER</p> <p>CONTRACTING OFFICER ABBY BRESHEARS PHONE: 907-269-0786</p> <p>TABLE OF CONTENTS</p> <p>SECTION I - SPECIAL TERMS AND CONDITIONS SECTION II - STANDARD TERMS AND CONDITIONS SECTION III - SPECIFICATIONS SECTION IV - CONTRACT PRICE SCHEDULE</p>		
CONTRACTING AUTHORITY NAME & TITLE ABBY BRESHEARS, CONTRACTING OFFICER II	SIGNATURE	
CONTRACTOR AUTHORITY NAME & TITLE	SIGNATURE	
IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.		

**SECTION I
SPECIAL TERMS AND CONDITIONS**

1.0 CONTRACT INTENT: Non Mandatory contract for 120 HP Agricultural/Utility Tractor

- 1.1 Contract Period: One (1) Year with two (2) possible one (1) year extensions
- 1.2 Quantities: Varies by location
- 1.3 Location of Use: Various Locations throughout Alaska
- 1.4 Warranty locations: Anchorage and Fairbanks at a minimum
- 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 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.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 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.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 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.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 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.

2.2 Inspections:

- 2.2.1 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:
 - 2.2.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
 - 2.2.1.2 refund the price of any or all of the damaged goods, or
 - 2.2.1.3 accept the return of any or all of the damaged goods.
- 2.2.2 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.

2.3 Acceptance:

- 2.3.1 Units will not be considered "Accepted" until all deficiencies have been corrected. This includes item 2.5 Line Sheets/Bill of Materials and 8.0 Publications.

3.1 **Delivery Receipt:**

- 3.1.1 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.
- 3.1.2 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.

4.0 **F.O.B. POINT:**

- 4.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.
- 4.2 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.
- 4.3 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.
- 4.4 Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

5.0 **WARRANTY:**

- 5.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.
 - 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.
 - 5.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 5.1.3 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.
 - 5.1.4 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.
 - 5.1.5 Warranty on Attachments: Same as Standard Warranty Package.
 - 5.1.6 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.
- 5.2 **Warranty Claims:**
 - 5.2.1 Warranty will be provided at the unit's assigned (in-service) location. 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.
 - 5.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, 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.

- 5.2.3 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.
 - 5.2.4 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 PO to perform the warranty work.
 - 5.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
 - 5.2.6 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.
- 5.3 **Warranty Performed by Vendor:**
- 5.3.1 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
 - 5.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 5.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized **\$60.00** per day.
 - 5.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 5.3.1.4 Lodging shall be reimbursed at actual and shall not exceed **\$150.00** per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
 - 5.3.2 Travel will only be reimbursed for time in Alaska.
 - 5.3.3 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.
- 5.4 **Authorized Warranty (Contractor/Bidder):**
- 5.4.1 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.
 - 5.4.1.1 Authorized Warranty Dealer for each location:
 - 5.4.1.1.1 Yukon Equipment Inc. 2020 E. 3rd Ave. Anchorage, AK 99501
 - 5.4.1.1.2 Yukon Equipment Inc. 3511 International St. Fairbanks, AK 99701
 - 5.4.1.2 Warranty Administrator:
 - 5.4.1.2.1 Paul Harrison, Anchorage 907-277-1541
 - 5.4.1.2.2 Darrell Carter, Fairbanks 907-457-1541
 - 5.4.1.2.3 Bert Blackadar, Wasilla 907-376-1547
 - 5.4.1.3 Factory certified and trained personnel:
 - 5.4.1.3.1 Factory trained and certified technicians at all 3 locations. Certifications on file.
 - 5.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).
 - 5.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

6.1 **Factory Recall:**

6.1.1 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.

7.0 **REPAIR ORDERS AND DOCUMENTATION:**

7.1 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.

8.0 **PUBLICATIONS:**

8.1 Paper or electronic publications are to be received by the State at the time of delivery. 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.

8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.

8.1.2 Electronic publications may be requested.

8.2 **Service Manuals:**

8.2.1 Complete set(s) to include applicable information covering prime unit and attachments:

8.2.2 Body, chassis, and electrical

8.2.3 Engine, transmission, and differential(s) (service and rebuild)

8.2.4 Electrical and vacuum troubleshooting

8.2.5 Wiring diagrams

8.2.6 Service specifications

8.2.7 Engine/emission diagnosis

8.3 **Parts Manuals:**

8.3.1 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.

8.3.2 Parts manuals are to be customized by serial number.

8.4 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.

8.5 **Quantities:** As per Section IV – Bid Price Schedule.

8.6 **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 improvement's that may affect the maintenance, reliability, longevity, and safety of our equipment.

9.0 **STATEMENT OF ORIGIN:** The bidder 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 delivered with the invoice to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #318
Anchorage, Alaska 99508

10.0 **WEIGHT VERIFICATION SLIPS:** If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

11.0 PRICE:

- 11.1 **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.
- 11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 11.3 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:
- 11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
- 11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
- 11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
- 11.3.1.3 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.
- 11.4 **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.
- 11.5 **Manufacturer's Rebate (Incentives):**
- 11.5.1 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.

12.0 REPLACEMENT PARTS AND REPAIRS:

- 12.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
- 12.4.2 Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. **Cores returned within 12 months of original invoice date will receive full core credit.** Returned parts will be in new, resellable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.
- 12.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

SECTION II

STANDARD TERMS AND CONDITIONS

- 1.0 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.
- 2.0 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.
- 3.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 4.0 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.
- 5.0 AUTHORITY:** This solicitation is written in accordance with Alaska statutes AS 36.30 and 2 AAC 12.
- 6.0 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.
- 7.0 CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:**
- 7.1 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.
- 7.2 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.
- 8.0 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.
- 9.0 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.
- 10.0 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.
- 11.0 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.
- 12.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

- 13.0 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.
- 14.0 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.
- 15.0 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.
- 16.0 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.
- 17.0 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.
- 18.0 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.
- 19.0 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.
- 20.0 HUMAN TRAFFICKING:**
- 20.1 By signature on this contract, the offeror certifies that:
- 20.1.1 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
- 20.2 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/
- 20.3 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.
- 20.4 This pertains to goods and services above \$50,000.00.
- 21.0 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.
- 22.0 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.

23.0 INSURANCE:

- 23.1 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.
- 23.2 Proof of insurance is required for the following:
- 23.2.1 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.
- 23.2.2 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.
- 23.2.3 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.
- 23.3 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.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

- 28.1 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.
- 28.2 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.

- 28.3 **Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.**
- 28.4 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.
- 28.5 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.
- 28.6 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.
- 29.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.
- 30.0 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.
- 31.0 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.
- 32.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 33.0 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.
- 34.0 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.
- 35.0 USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.
- 36.0 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.

SECTION III
SPECIFICATIONS
4x4 Agricultural/Utility Tractor with 3-Point Hitch,
Side-Boom Mower and Batwing Mower Attachments

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design, diesel powered agricultural/utility farm tractor with; diesel engine, minimum 120 PTO HP and four wheel drive. Unit to be equipped with 3-point hitch, side-boom mower and batwing mower attachments.

To include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

APPLICATION:

General purpose agricultural use. Unit will be subject to varying terrain and weather conditions to minus 15 degrees Fahrenheit.

1.0 TRACTOR - POWER TRAIN:

1.1 Engine:

1.1.1 Diesel, turbocharged, Tier IV emissions compliant, developing a minimum of 140 HP at manufacturers rated engine RPM.

1.1.2 PTO HP: Minimum 120 at manufactures rated engine RPM.

1.1.3 Displacement: Minimum 6.0 liter.

1.2 Starting Aids:

1.2.1 Glow plug system or grid or Thermostart or single shot canister type operated from inside the cab.

1.2.2 Engine Coolant Heater: One (1) each, immersion type, 110 volt AC, of highest wattage as recommended by OEM engine manufacturer.

1.2.3 110 volt AC power cords for engine heater to be plugged into a single, waterproof, 20 amp, 110 volt junction box with a minimum of four (4) receptacles. Male portion of 110 volt AC power cord to be waterproof 20 amp connector for use with 110 volt AC power source located in a position for easy access by ground personnel. To include a matching female connector, 20 amp (to be shipped loose).

1.2.3.1 Junction box to be mounted vertically and located in engine compartment, out of the elements.

1.3 Warning system: Audio/visual warning system to warn of high engine coolant temperature and low engine oil pressure.

1.4 Exhaust System: To include muffler and exhaust pipe with 90 degree elbow.

1.5 Air Intake System:

1.5.1 Single (1) or dual (2) stage, air cleaner.

1.5.2 Air filter restriction indicator.

1.6 Cooling System: Permanent type antifreeze protection to minus 50 degrees Fahrenheit.

1.7 Fuel System:

1.7.1 Capacity: Minimum 66 gallons, single tank only.

1.7.2 To include spin-on or cartridge type filter(s).

1.8 Oil System: To include spin-on or cartridge type filter(s).

2.0 TRACTOR - DRIVE TRAIN:

2.1 Transmission:

2.1.1 To be CASE 16x16 Semi-Powershift or equivalent. To include easily accessed dash or column mounted forward/reverse lever that allows directional changes without using the clutch. To

- include minimum 16 speeds forward and 6 speeds reverse.
- 2.1.2 To provide a minimum forward road speed with the specified rear tires of 25 MPH.
- 2.1.3 To provide traction to all four (4) wheels by a dash mounted switch.
- 2.1.4 Transmission to include replaceable filter element, spin-on or cartridge type where applicable.
- 2.2 Front Axle: To include limited slip or locking, differential.
 - 2.2.1 The front axle is to include a suspension system. The *CASE* suspended MFD axle system and the *JOHN-Deere* TLS system are acceptable.
- 2.3 Rear Axle: To include differential lock/unlock.
- 2.4 PTO: Rear Drive PTO with dual speeds of 540 and 1000.

3.0 TRACTOR - CHASSIS:

- 3.1 Frame: Non-articulated.
- 3.2 Steering: To be hydrostatic.
- 3.3 Brakes:
 - 3.3.1 Service:
 - 3.3.1.1 Wet disc type.
 - 3.3.1.2 Self-adjusting.
 - 3.3.1.3 Self-equalizing.
 - 3.3.2 Parking:
 - 3.3.2.1 Wet disc type or integral with transmission.
 - 3.3.2.2 Independent of service brakes.
 - 3.3.2.3 Hand lever or electrical switch engagement.
- 3.4 Tires:
 - 3.4.1 Load capacity to handle the side boom mower in all operating positions.
 - 3.4.2 Front: To be 14.9x28 or 13.6x28, 8 ply rated, R1 traction bar, minimum.
 - 3.4.3 Rear tires to be 18.4-34 or 18.4-38, minimum 8 ply rated, R1 traction bar, minimum. The R1W radial tire is acceptable.
 - 3.4.4 To include spare wheel and mounted tire for front and rear (same as above).
- 3.5 Wheel Weight: Refer to side-boom mower spec.
- 3.6 Fenders: rear, with extensions, if necessary (OEM).
- 3.7 Tilt hood with engine side shields and front hood guard.

4.0 TRACTOR - ELECTRICAL:

- 4.1 12-volt negative ground system.
- 4.2 Battery(s): Minimum 1,300 total CCA at zero degrees Fahrenheit.
- 4.3 Alternator: Minimum 120 Amp.
- 4.4 Single high ampere master electric switch wired to cut off power source from battery to the ground and remainder of electrical system.
- 4.5 Backup Alarm: Electronic, self-adjusting sound level located on rear of unit.
- 4.6 Lighting:
 - 4.6.1 Shall be equipped with headlights (halogen), stop lights, tail lights, turn signals, and flashing warning lights.
 - 4.6.1.1 Stop, turn and tail to be LED.
 - 4.6.2 Interior dome light.

- 4.6.3 Work Lights:
 - 4.6.3.1 Two (2) each, adjustable, front, upper cab, halogen, minimum 55 watt each.
 - 4.6.3.2 Two (2) each, adjustable, rear, upper cab, halogen, minimum 55 watt each.
 - 4.6.3.3 Work lights to be separately switched, front and rear, by driver.
- 4.6.4 Beacons:
 - 4.6.4.1 Shall be two (2) each low profile class II amber LED beacons with 360⁰ visibility.
 - 4.6.4.2 Beacons shall not require separate flasher.
 - 4.6.4.3 To be mounted on top of cab left and right of center as far from each other as possible.
 - 4.6.4.4 To be shock mounted (a rubber pad may be used).
 - 4.6.4.5 To be switched ON/OFF by driver.
- 4.7 Wiring:
 - 4.7.1 All wiring to be color coded or continually numbered.
 - 4.7.2 Located for maximum protection from road splash, stone abrasion, grease, oil, fuel, and heat from engine and components.
 - 4.7.3 Routing through structural members to be protected by grommets.
 - 4.7.4 To be secured by clips at intervals to prevent rubbing or chafing due to movement.
 - 4.7.5 All exterior wiring to be protected with wire loom.

5.0 TRACTOR - CAB:

- 5.1 Cab, insulated, shall be original equipment and shall be certified ROPS.
- 5.2 Cab floor to be flat deck design (straddle mount design is not acceptable). One (1) piece entry/exit door.
- 5.3 Entry steps to include anti-skid treads at all entry and exit points.
 - 5.3.1 If side-boom mower is ordered with tractor, steps on right side are not necessary.
- 5.4 To include grab handles for three point safety.
 - 5.4.1 If side-boom mower is ordered with tractor, grab handles on right side are not necessary.
- 5.5 To include full coverage anti-skid floor mat.
- 5.6 Glass:
 - 5.6.1 Tinted (stick-on tinting is not acceptable).
 - 5.6.2 Rear window to have tilt out capability for extra ventilation or emergency escape route.
 - 5.6.3 All glass to be safety glass (Also refer to the side-boom mower for additional protection).
- 5.7 Steering Wheel: To include tilt feature.
- 5.8 Seat:
 - 5.8.1 To be multi-position with suspension.
 - 5.8.2 To include arm rests.
 - 5.8.3 To include seat belt.
- 5.9 Heater and Defrosters: Defrosters to be ducted to windshield and to rear window, area(s).
- 5.10 Air Conditioning, OEM.
- 5.11 Front and rear windshield wipers with washers, front to be two (2) speed minimum.
- 5.12 Sun visor, adjustable.
- 5.13 Rear View Mirrors:
 - 5.13.1 To include two (2) exterior and one (1) interior.

- 5.13.2 If the unit is equipped with a side-boom mower, the right side mirror is to be shipped loose with the unit.

6.0 TRACTOR - INSTRUMENTATION:

6.1 Gauges/Indicators:

- 6.1.1 Any and all gauges that show pressure, temperature, etc., are to be in U.S.A. measurements such as PSI, Fahrenheit, etc.
- 6.1.2 Minimum dash mounted to include:
 - 6.1.2.1 Hour meter to be running engine activated.
 - 6.1.2.2 Tachometer.
 - 6.1.2.3 Fuel level gauge.
 - 6.1.2.4 Engine coolant temperature gauge and audio or indicator light warning of high temperature.
 - 6.1.2.5 Engine oil pressure gauge and/or indicator light warning of low oil pressure.
 - 6.1.2.6 Voltmeter and/or amp meter.
 - 6.1.2.7 PTO engagement light.
 - 6.1.2.8 Turn signal indicators.
 - 6.1.2.9 High beam indicator.
 - 6.1.2.10 Parking brake "ON" indicator light.
 - 6.1.2.11 Test lamp switch or computerized monitoring system (to indicate that all dash mounted warning or indicator lamps are working).

7.0 TRACTOR - HYDRAULIC SYSTEM:

- 7.1 To have minimum of 43 GPM total flow and minimum of 25 GPM flow to all remotes.
- 7.2 To provide separate control valves for attachments.
- 7.3 Valve controls to be mounted forward and to the right of operator's seat.

8.0 HITCH:

- 8.1 Three (3) point, category III with category II capability, hitch (including interchangeable hitch balls).
- 8.2 Lift Capacity: Minimum 7,700 pounds at 24 inches behind hitch balls.
- 8.3 Hitch raise/lower capability from both inside cab and from rear of tractor.
- 8.4 To include telescoping draw bar and lift arms.
- 8.5 To include rear drawbar clevis with pin and spring lock-down device.

9.0 BATWING MOWER ATTACHMENT:

- 9.1 FIFTEEN-FOOT BAT-WING ROTARY MOWER.
- 9.2 Provide basic manufacturer's product brochure.
- 9.3 Batwing rotary mower attachment, PTO powered by host unit, towed from rear of tractor. Rotary mower offered is to have been specifically designed to work on the tractor being provided.
- 9.4 To be *SCHULTE* Model XH1500 or equivalent provided all of the following specifications are met.
- 9.5 For brush cutting, up to four (4) inch diameter, minimum.
- 9.6 Weight: Unit, as specified, to have a minimum weight of 5,800 pounds.
- 9.7 Power to unit will be provided by 1000 RPM PTO from host unit.
- 9.8 Primary (Transfer or Divider) Gearbox: Minimum 260 HP rated.
- 9.9 Side and Center Gearbox: Minimum 210 HP rated.
- 9.10 Cutting Width: Fifteen (15) foot.

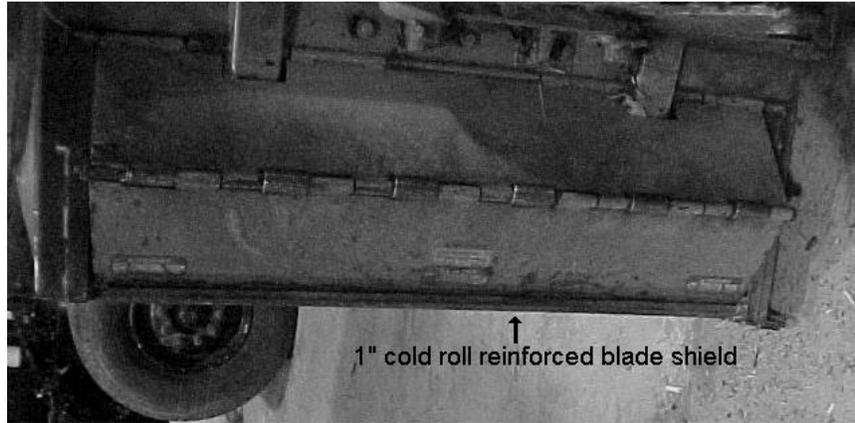
- 9.11 Cutting Height Adjustment: Adjustable from 1¹/₂ to 17 inches, minimum.
- 9.12 Blade Tip Speed: Minimum 16,022 Feet Per Minute, minimum.
- 9.13 Blades:
 - 9.13.1 To include; two (2) each complete sets of flat and two (2) each complete sets of suction, style blades. One (1) set of the flat blades is to be installed onto the mower and the others are to be shipped loose.
 - 9.13.2 To include all required hardware (nuts, bolts, bushings if equipped, etc.) with each set. A 'complete set' is blades with hardware for all rotors.
 - 9.13.3 To include pan (stump jumper) for blade holder.
- 9.14 Wheels and Tires: To include a minimum of six (6) each 24 inch (24 inch minimum) aircraft type tires with heavy-duty wheels that are to be able to raise the mower deck hydraulically from the operator's seat.
- 9.15 Front and rear chain shields to provide protection from flying debris.
- 9.16 To include replaceable bolt-on edge wear strips on outer wing edges.
 - 9.16.1 The raising/lowering is to be accomplished hydraulically, from the operator's seat.
- 9.17 Hydraulics shall provide level lifting across the width of the cutter.
- 9.18 Hydraulic hoses to include quick attach fittings with chained caps.
- 9.19 Driveline Protection: To include adjustable slip clutches.
- 9.20 Hitch: Pull type with tongue jack and safety chain(s).
- 9.21 All pivot areas are to include hardened pins with replaceable bushings and include grease zerks (press-in zerks are not acceptable).

10.0 SIDE BOOM MOWER ATTACHMENT

- 10.1 It is the purpose of the following specification to describe a right side of the tractor, mid-mounted, hydraulically powered, articulated two (2) section boom, rotary mower for cutting grass and brush on roadsides and other areas that are not accessible to conventional mowing equipment.
- 10.2 Rotary mower offered is to have been specifically designed to work on the tractor being provided.
- 10.3 To be *DIAMOND* Model DBR050CD or *TIGER* Model TRB-50C or equivalent, side boom mower. Provided all of the following specifications are met.
- 10.4 Unit bid must have been in production a minimum of four (4) years and a user list shall be furnished upon request.
- 10.5 Unit bid to be manufacturer's most heavy-duty model available.
- 10.6 Reach:
 - 10.6.1 Ground level reach with cutter-head, minimum 20' 6" (20 feet 6 inches), as measured from tractor centerline.
 - 10.6.2 Reach with boom and stick in most upward positions and cutter-head in vertical position, minimum 11 feet, as measured from tractor centerline.
 - 10.6.3 Above ground reach with cutter-head in vertical position, minimum 22 feet.
 - 10.6.4 Below ground level reach with cutter-head in horizontal position, minimum 12' 8" (12 feet 8 inches).
 - 10.6.5 Side-boom mower to be capable of mowing within 37 inches of rear tractor tire.
- 10.7 Cutter-Head:
 - 10.7.1 Shall be rotary, hydraulically driven.
 - 10.7.2 Actual cutting width to be minimum 50 inches.
 - 10.7.3 Rotation of minimum 435 degrees.
 - 10.7.4 Weight of minimum 785 pounds.
 - 10.7.5 Tip Speed: With specified knives, the minimum tip speed shall be 19,000 FPM (Feet-Per-Minute)

at rated auxiliary engine RPM.

- 10.7.6 Deck to be constructed of minimum 100,000 PSI 3/16 (0.188) inch thick steel top and 3/8 (0.375) inch thick steel sides.
- 10.7.7 To include replaceable bolt-on full-length skid shoes.
- 10.7.8 Front safety shield shall be easily hydraulically tilted or extended/retracted from the operator's seated position.
 - 10.7.8.1 To be constructed of minimum one (1) inch thick cold roll steel or Domex steel, reinforced as shown:



- 10.7.9 Rear safety shield to be full-length 3-ply rubber belting.
 - 10.7.9.1 In addition to the rubber belting, strips of heavy-duty 3/8 (0.375) inch chains are to be hanging side by side and extend down past the belting by two (2) inches (when head is in a horizontal position) and be attached to a heavy-duty bar that is used to bolt the top of the belt to the rear of the cutter head.
- 10.7.10 The disc is to include a minimum of two (2) each, full swinging (360 degrees), $\frac{5}{8}$ (0.0625) inch thick x six (6) inch wide heavy-duty brush blades/knives.
 - 10.7.10.1 Blades shall be connected to the disc with nuts and bolts. Pins are not acceptable.
 - 10.7.10.2 **Spare brush Blades/Knives:**
 - 10.7.10.2.1 To include five (5) additional sets of heavy-duty brush blades/knives, including attaching hardware.
 - 10.7.10.2.2 Hardware (nuts, bolts, bushings if equipped, etc.) with each set. A 'complete set' is blades with hardware for all rotors.
- 10.7.11 Spindle: Shall be one (1) piece forged steel, mounted in tapered roller bearings and sealed in an oil bath or shall be one piece 4340 steel, mounted in straight roller bearings direct coupled with a splined replaceable threaded end.

10.8 Main Frame: To be properly braced.

10.9 Boom Assembly:

- 10.9.1 To consist of a main boom and a stick arm (similar to an excavator).
- 10.9.2 Boom assembly is to include two (2) each double acting hydraulic cylinders and one (1) single acting main boom hydraulic cylinder.
 - 10.9.2.1 All cylinder mountings to include replaceable hardened bushings, greaseable type.
 - 10.9.2.2 All cylinders are to be mounted on top and are to be protected with heavy-duty guarding to prevent damage to cylinder(s) from contact with guardrails.
 - 10.9.2.3 The main boom's single acting cylinder shall include an accumulator.
- 10.9.3 Secondary boom cylinder shall have a spherical bearing on the rod end.
- 10.9.4 Swing:
 - 10.9.4.1 To have swing capability of moving minimum 26 degrees forward and 28 degrees

rearward with limited relief protection.

10.9.4.2 For swing, the main boom is to be supported by a hardened plain bearing having not less than 37 square inches of bearing area or by two (2) each 2-1/2 (2.5) inch roller bearings. A helical hydraulic actuator with sliding spline functioning as a rotating device, suitable for harsh environments, and providing high shock resistance and high holding torque for demanding applications is acceptable.

10.9.5 Stick arm to include a double acting hydraulic cylinder for horizontal movement of cutter head.

10.10 Hydraulics:

10.10.1 The hydraulics for complete operation of the side boom mower shall be powered by a pump that is connected to the engine's front crankshaft.

10.10.2 Hydraulic Pump and Motor:

10.10.2.1 Hydraulic pump(s) and motor(s) are to be USA manufactured and have warranty and service centers in Anchorage and Fairbanks, as a minimum.

10.10.2.2 Pump's drive shaft shall have a rating of not less than 180 HP.

10.10.2.3 The hydraulic pump shall be capable of absorbing a minimum of 98 HP at rated engine RPM and produce 44 GPM at 3,000 PSI.

10.10.2.4 The hydraulic motor shall produce not less than 99 HP at 3,000 PSI at rated RPM.

10.10.2.5 The pump shall include a heavy-duty bolt-on (to the tractor frame) steel guard to help protect the pump.

10.10.3 Hydraulic Reservoir:

10.10.3.1 Capacity: Minimum 50 gallons filled to factory specification.

10.10.3.2 Oil level in the tank to be above the pump to help prevent possibility of cavitation.

10.10.3.3 Return Filter: To be in-tank, rated at 75 GPM, 10 micron element, with restriction gauge.

10.10.3.4 Suction and return to be equipped with brass ball valves if required to prevent oil loss when performing maintenance on oil filter or hoses.

10.10.3.5 Suction outlet to include a 100 mesh in the tank screen located slightly off the bottom.

10.10.3.6 Hydraulic oil to have a minimum of one (1) PSI pressure at the reservoir suction outlet.

10.10.3.7 Fill cap to include chain and easily removed strainer basket.

10.10.3.8 Sight gauge to be easily seen by ground maintenance personnel.

10.10.3.9 Drain plug, 3/4 (0.75) inch ID to include magnet.

10.10.4 Lift control valve system to include four (4) tapered spools of the metering type, equipped with eight (8) pilot pressure reliefs.

10.10.5 Oil to cutter head or broom rotation shall not pass through a restriction-causing valve while operating cutter head or broom rotation.

10.10.5.1 Valve shall be electrically controlled pilot operated floating spool with starter lock-out.

10.10.5.2 Valve shall not cause restriction to generate drift while in the off position.

10.10.6 Hoses:

10.10.6.1 Hydraulic lines running into the operator's cab are not acceptable.

10.10.6.2 Pressure hoses shall have a burst pressure four (4) times the working pressure.

- 10.10.6.3 All hoses and lines are to be properly sized, installed, and secured, to provide adequate function speed, proper bend radius, and avoid say and chaffing.
- 10.11 Controls:
 - 10.11.1 Joystick Assembly:
 - 10.11.1.1 To be electric over hydraulic for functions.
 - 10.11.1.2 Location: Shall be armrest mounted to the right of the operator's knee position, allowing the joystick to be controlled with the operator using the seat's armrest.
 - 10.11.1.3 Mounting shall be properly reinforced to prevent fatigue failure.
 - 10.11.1.4 Joystick functions are to be properly displayed. Labels are to be engraved, or if not, they are to include part numbers and are to be listed in the parts manual. Engraved labels are to be secured with rivets or screws.
- 10.12 Cab Window Glass Protection:
 - 10.12.1 The right hand side window(s) to be of, or be covered with, high impact, hardened polycarbonate type material. To be a minimum thickness of 3/8 (0.375) inch.
 - 10.12.2 If the existing glass is covered with the high impact, hardened polycarbonate type material, the required gap between the two must include a swing-away system to allow for quick and easy cleaning between them without the use of tools.
- 10.13 Wheel Weight: A weight of minimum 1,700 pounds, to be mounted on left rear wheel (frame mounted weight, or tire filled water and/or calcium chloride, are not acceptable).
- 10.14 Transport:
 - 10.14.1 For transport storage, the unit shall be equipped with either a cab controlled boom lock, or boom cradle.
 - 10.14.2 When or if the tractor is equipped with a 15 foot bat-wing mower, placing the side-boom mower into the transport position is not to interfere with the operation of the bat-wing mower or when the bat-wing mower is in a stored/transport position.
- 10.15 The unit, whether in storage or in operation, shall have no effect on the operation of a rear batwing mower operation, if so equipped. Both must be able to work simultaneously.
- 10.16 All pivot areas are to include hardened pins with replaceable bushings or bearings and include grease zerks (press-in zerks are not acceptable).

11.0 MISCELLANEOUS:

- 11.1 Paint: To be manufacturer's standard.
- 11.2 SMV: To include Slow Moving Vehicle sign on rear of tractor.
- 11.3 Toolbox, OEM.
- 11.4 Vandalism Protection: To include locks on operator's cab, engine side shields, fuel cap, hydraulic and engine oils, and radiator cap.
- 11.5 Winterization:
 - 11.5.1 Entire unit shall be winterized to provide satisfactory performance in temperatures to minus 20 Fahrenheit.
 - 11.5.2 Refer to engine cooling system for coolant protection.
- 11.6 Publications: Two (2) complete sets. Refer to Section III - Special Terms and Conditions.
- 11.7 Inspection: For compliance to specifications will be conducted at the FOB point.

END OF SPECIFICATION

CONTRACT PRICE SCHEDULE

Item #	Unit	Description	\$ Amount
1a	ea	4x4 Agricultural/Utility Farm Tractor as specified herein Case IH Maxxum 140 MC	\$92,682
1b	ea	Batwing Mower Attachment Schulte XH1500	\$23,978
1c	ea	Side Boom Rotary Mower Attachment Tiger TRB50	\$47,839

Required Delivery: Maximum 240 Days after receipt of order (ARO). Earlier delivery time is acceptable.

The actual F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.

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. 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.