



**STATE OF MICHIGAN PROCUREMENT**  
 Department Technology, Management and Budget  
 Central Procurement Services  
 320 S Walnut Street Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **MA24000000165**

<b>CONTRACTOR</b>	MACALLISTER MACHINERY CO INC
	24800 Novi Rd.
	Novi MI 48375
	Tony Marulli
	248-349-4800
	Tony.marulli@michigancat.com
	CV0015948

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>Contract Administrator</b>	Melissa Beck	DTMB	
	517-897-1502		
	Beckm3@michigan.gov		

**CONTRACT SUMMARY**

Purchase and rental for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
45 Days			
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
F.O.B. Destination			

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
<b>CURRENT VALUE</b>		<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>	
\$20,000,000.00		\$0.00	\$20,000,000.00	

**DESCRIPTION**

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective February 18, 2026, the following amendments are hereby incorporated into Schedule A and the current Schedule B - Pricing is deleted and replaced with the new attached Schedule B - Pricing.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames E. Groenleer	5175814867	GroenleerE@michigan.gov
MDOT	Erin Reincke		ReinckeE@michigan.gov

## **SCHEDULE A - STATEMENT OF WORK**

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**MA No. 240000000165**

Purchase for Agricultural, Grounds, Turf, Earth Moving and Roadside Maintenance Equipment.

**1) Scope is deleted and replaced with the below:**

This Contract allows for the purchase and rental of the following categories:

Agricultural Maintenance Equipment, Grounds Maintenance Equipment, Turf Maintenance Equipment. Earth Moving Equipment, Roadside Maintenance Equipment, Truck upfitting and Seasonal Maintenance Equipment.

**2) Section 5.6 Technical Support, Repairs, and Maintenance is deleted and the remaining Sections are renumber.**

## SCHEDULE B - PRICING

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**MA No. 240000000165**

Purchase for Agricultural, Grounds, Turf, Earth Moving and Roadside Maintenance Equipment.

1. Quotes are required for all purchases. Quotes must include all cost, including but not limited to, any one-time or set-up charges, fees and potential costs that the Contractor may charge the State. When applicable, installation and familiarization must be included at no additional cost to the State.
2. The Contractor must provide a minimum discount of 1%. The Contractor may offer higher discounted rates or promotional pricing at any time.

Eligible Product Lines:

For **purchase**: Backhoe, Skid Steer Track Loader, Steer Loader, Skid Steer Loader, Trailer, Crawler Dozer, Light Tower, Sewer and Catch Basin Cleaner Unit.

For **rental**: Backhoe, Skid Steer Track Loader, Steer Loader, Skid Steer Loader, Concrete Saw, Trailer, Welder-Generator, Crawler Dozer, Light Tower, Sewer and Catch Basin Cleaner Unit.

The State reserves the right to order the Contractor's full line of business offerings.



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 Department Technology, Management and Budget  
 Central Procurement Services  
 320 S Walnut Street Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
 to  
 Contract Number **MA24000000165**

<b>CONTRACTOR</b>	MACALLISTER MACHINERY CO INC
	24800 Novi Rd.
	Novi MI 48375
	Tony Marulli
	248-349-4800
	Tony.marulli@michigancat.com
	CV0015948

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Melissa Beck	DTMB
		(517) 897-1502	
		beckm3@michigan.gov	

**CONTRACT SUMMARY**

Purchase and rental for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029

PAYMENT TERMS	DELIVERY TIMEFRAME
45 Days	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 F.O.B. Destination

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$10,000,000.00	\$20,000,000.00		

**DESCRIPTION**

Effective October 21, 2025, this contract is hereby increased by \$10,000,000.00.  
  
 All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 10/21/2025.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames E. Groenleer	5175814867	GroenleerE@michigan.gov
MDOT	Erin Reincke		ReinckeE@michigan.gov



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

**DTMB**

320 S Walnut Street Lansing, MI 48933  
P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **1**  
to  
Contract Number **MA24000000165**

<b>CONTRACTOR</b>	MACALLISTER MACHINERY CO INC
	24800 Novi Rd.
	Novi MI 48375
	Tony Marulli
	248-349-4800
	Tony.marulli@michiganca.com
	CV0015948

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Melissa Beck	DTMB
		(517) 897-1502	
		beckm3@michigan.gov	

**CONTRACT SUMMARY**

Purchase and rental for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**MINIMUM DELIVERY REQUIREMENTS**

F.O.B. Destination

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$0.00	\$10,000,000.00		

**DESCRIPTION**

Effective August 1, 2025, the contract administrator is being updated to:

Melissa Beck

Beckm3@michigan.gov

517-897-1502

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames E. Groenleer	5175814867	GroenleerE@michigan.gov
MDOT	Erin Reincke		ReinckeE@michigan.gov



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and Budget  
 320 South Walnut, Lansing, Michigan 48933  
 P.O. Box 30026 Lansing, Michigan 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **240000000165**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	MacAllister Machinery Co. Inc.
	24800 Novi Rd.
	Novi, MI 48375
	Tony Marulli
	(248) 349-4800, Ext. 1326
	Tony.marulli@michigancat.com
	CV0015948

<b>STATE</b>	Program Manager	Scott Poyer	MDOT
		(517) 284-6448	
	Poyers@michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
(517) 249-0455			
dufoury@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION:</b> Purchase and rental for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2024	January 16, 2029	5, one year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER:</b> This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #230000002854. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 7.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$10,000,000.00</b>

**FOR THE CONTRACTOR:**

MacAllister Machinery Co. Inc.  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

**Steve Rigg – Category Manager, Commodities**  
**Name & Title**

**DTMB Procurement**  
**Agency**

\_\_\_\_\_  
**Date**

# STANDARD CONTRACT TERMS

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and MacAllister Equipment Co. dba Michigan CAT (“**Contractor**”), an Indiana Corporation. This Contract is effective on January 16, 2023 (“**Effective Date**”), and unless terminated, expires on January 16, 2029.

This Contract may be renewed for up to five (5) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
<b>See Contract Administrator information shown below.</b>	Tony Marulli 24800 Novi Rd Novi, MI 48375 <a href="mailto:Tony.marulli@michigancat.com">Tony.marulli@michigancat.com</a> Office: 248-349-4800 ext 1326 Cell 586-382-7555

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Yvon Dufour 300-320 South Walnut Street, Elliot Larsen Building, 2 <sup>nd</sup> Floor. Lansing, MI 48933 <a href="mailto:dufoury@michigan.gov">dufoury@michigan.gov</a> (517) 249-0455	Tony Marulli 24800 Novi Rd Novi, MI 48375 <a href="mailto:Tony.marulli@michigancat.com">Tony.marulli@michigancat.com</a> Office: 248-349-4800 ext 1326 Cell 586-382-7555

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Scott Poyer <a href="mailto:Poyers@michigan.gov">Poyers@michigan.gov</a> (517) 284-6448	Tony Marulli 24800 Novi Rd Novi, MI 48375 <a href="mailto:Tony.marulli@michigancat.com">Tony.marulli@michigancat.com</a> Office: 248-349-4800 ext 1326 Cell 586-382-7555

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**  
 See Schedule C

7. Administrative Fee and Reporting Contractor must pay an administrative fee of **1%** on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 11. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions

contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
13. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
14. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
15. **Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.  
  
In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
17. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"),

unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all

charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events

causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

**23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

**24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

**25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities

immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State’s designee; (c) transferring title in and delivering to the State, at the State’s discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, “**Transition Responsibilities**”). This Contract will automatically be extended through the end of the transition period.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 30. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this

Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

- 32. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (“**State Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
- 33. Reserved.**
- 34. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At

the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
  - d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
  - e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.
- 35. Reserved.**
- 36. Reserved.**
- 37. Reserved.**
- 38. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

**42. Reserved.**

**43. Reserved.**

**44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

**45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

**46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

**47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

**48. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

**49. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is

unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State’s right to terminate the Contract.

- 50. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
<b>Schedule A</b>	Statement of Work
<b>Attachment 1 to Schedule A</b>	Dealer List
<b>Schedule B1 to B4</b>	Pricing
<b>Schedule C</b>	Insurance Requirements
<b>Schedule D</b>	Specifications
<b>Schedule E</b>	Prosperity Regional Map
<b>Schedule F</b>	Trailer Wiring Diagram

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF

ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

MacAllister Machinery Co., Inc. dba Michigan CAT and MacAllister Rentals

# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 24000000165

Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

## SCOPE

This solicitation includes the following equipment categories for purchase and rent:

1. Agricultural Maintenance
2. Grounds Maintenance
3. Turf Maintenance
4. Earth Moving
5. Roadside Maintenance
6. Equipment Rental
7. Truck upfitting & Seasonal Maintenance Equipment

## REQUIREMENTS

### 1.1 Product Specifications

The Contractor must provide one or more of the following:

Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.

All equipment must be new. The purchase of used equipment is subject to State of Michigan Central Procurement guidelines and approval.

Specifications are as follows:

1	<b>C03-2001CD-23 Dump Body</b>
2	<b>C03-2001LG-23 Lift Gate</b>
3	<b>C03-2001SP-23 Snow Plow</b>
4	<b>C03-2011CD-23 Dump Body TB FT</b>
5	<b>C03-20CU11-23 Utility Body</b>
6	<b>C03-3001CAP-23 Cap for Pickup</b>
7	<b>C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector</b>
8	<b>C05-1601-23 Backhoe</b>
9	<b>C36-0401-4T-23 Asphalt Heater-Hauler</b>
10	<b>C36-Asphalt Recycler-23</b>
11	<b>C38-0101 CTL-23 Skid Steer Track Loader</b>
12	<b>C38-0101-23 Skid Steer Loader</b>
13	<b>C38-0101AWS-23 Skid Steer Loader</b>
14	<b>C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity</b>
15	<b>C54-0001-23 Concrete Saw</b>
16	<b>C62-0101RB-23 Broom</b>
17	<b>C67-008T-23 Trailer</b>
18	<b>C67-20T LP-23 Trailer</b>
19	<b>C70-0001-23 Welder-Generator</b>

20	<b>C60-2001-16 Sand-Salt Spreader</b>
21	<b>C62-0051-23 Street Sweeper</b>
22	<b>C05-0901-23 Tractor Road Side</b>
23	<b>C05-0902-23 Tractor Road Side</b>
24	<b>C05-1001-23 Tractor Lawn Mower 2 Wheel steer</b>
25	<b>C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck</b>
26	<b>C05-1003-23 Zero Turn 60-72 in deck</b>
27	<b>C06-1001-23 Utility Vehicle 6x4</b>
28	<b>C06-1002-23 Utility Vehicle 4 Wheel Drive</b>
29	<b>C-42-0026-23 Mower, 15 ft Road Side Mechanical Drive Rotary</b>
30	<b>C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity</b>
31	<b>38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity</b>
32	<b>05-00051.23 Crawler Dozer (30hp &amp; up)</b>
33	<b>30-00LT23 Light Tower, Trailer Mounted Diesel Engine</b>
34	<b>38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity</b>
35	<b>C56-051.23 Sewer and Catch Basin Cleaner Unit</b>
36	<b>C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary</b>
37	<b>C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower</b>
38	<b>C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body</b>
38	<b>C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body</b>
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## **A. EQUIPMENT FOR PURCHASE**

### **2.1 Warranties**

Describe any warranties included in this contract. Explain the process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

New CAT Equipment carries a one-year manufacturer warranty with no hour limitation. New CAT compact construction equipment, (specific models such as skid steer loaders, compact terrain loaders and mini excavators), carry a standard 2 year warranty. Travel time and mileage is covered for the first 6 months on new CAT. There shall be an option for the State to purchase extended warranty coverage if desired. Service work is warranted for a period for a period of six months with major component replacements/rebuild for 12 months.

For any non-CAT equipment purchased, the manufacturers' standard warranty shall apply.

#### **Process for reporting warranty issues:**

Call either of the toll-free numbers which will initiate the warranty process.

MICHIGAN CAT toll free: 888-642-4228 (888-MICH CAT)

MACALLISTER RENTAL toll free: 877-700-1945

## Repairs or replacements:

Repairs that need to be made due to damage or defect will be repaired by Contractor's qualified Caterpillar trained technician(s). Contractor has in excess of 110 fully equipped service trucks throughout the state of Michigan.

## 2.2 Recall Requirements and Procedures

Describe any recall requirements and procedures.

State will be notified of any recalls.

## 2.3 Time Frames

Contractors shall provide information regarding standard and "quick-ship" delivery programs available for each type of equipment. Please provide the delivery time associated with each program and identify shipping program limitations.

All Contract Activities must be delivered within **120** calendar days from receipt of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract Terms. Supply chain issues may impact delivery timeframes.

## 2.4 Delivery

Delivery will be expected within **120** calendar days for special orders and out of stock items, and **30** calendar days for in-stock items, upon date of order. In some cases, lead times may exceed 120 days. This can be determined at time of quotation. Delivery will be made to the requested location and shall be F.O.B. Delivered or charged on a mileage rate or a one-time charge by Region (see **Schedule E – Prosperity Regions**) per **Schedule B - Pricing**.

The State prefers Delivery terms that would provide unencumbered service with the most competitive rates. The Contractor must select between **A.** or **B.** below for their primary shipping method.

### A. F.O.B. Delivered Items

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on ALL orders for State of Michigan and Extended Purchasing Participants. These terms apply to **ALL** locations in the State of Michigan. Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration.

### B. F.O.B. Dealership Items

Prices shall be quoted "F.O.B. Dealership" with transportation charges prepaid to the primary Contractor location on all orders for State of Michigan and Extended Purchasing Participants. Contractors must also quote a delivery cost per **Schedule B – Pricing**, to facilitate calculation of delivery cost to various locations within Michigan. The delivery cost per **Schedule B – Pricing**, will be added to the equipment price quoted to determine the "Total Price" for "F.O.B. Dealership" items. Mileage will be calculated based upon the "Official Michigan Department of Transportation Highway Map". Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration. The State reserves the right to make their own shipping arrangements.

**Freight Charges** - Should an Agency order items that are below the minimum order requirement of the Contract or should a Contractor quote F.O.B. Shipping Point on one-time purchases, the Contractor should choose the most economically advantageous carrier and must be approved by the using agency.

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages.

If the Contractor fails to follow these shipping instructions, the State shall pay the shipping costs on the Contractor's invoice, minus the difference for the amount that was charged and the amount that would have been charged if the requested carrier had been used. The State reserves the right to arrange their own freight.

Contractor's must provide freight deliveries during the following times: 8 am to 3 pm Eastern, Monday through Friday.

## 2.5 Training

The Contractor must provide the following training:

A comprehensive orientation training shall be provided at delivery or at an alternate time requested by the State. The training shall include equipment operation, maintenance, and inspection practices. Upon request, the Contractor shall provide up to 8 hours of mechanics and operators training to up to eight (8) employees. The training is to be held at each ship to address. The Contractor shall provide unit pricing for training in **Schedule B, Pricing.**

## **B. EQUIPMENT FOR RENTAL**

### 3.1 Specifications

- a) The Contractor shall provide equipment for rental that is similar in scope to equipment included in **Schedule D, Specifications.**
- b) Brand or trade names referred to herein are for identification purposes only, and do not limit the Contractor to such brands, provided alternates offered are equal in quality and function to those specified.
- c) In addition, the Contractor shall provide a complete list of equipment available for rental by category (e.g. loaders, dozers, sweepers, etc.) in **Schedule B – Pricing, Catalog Pricing for Rental.**

The list shall include:

- i. Daily, weekly, and monthly rental rates.
- ii. Percentage discount offered by category for such rates.
- iii. Only listed items that meet these requirements shall be included under this contract.

The Contractor must provide deliverables, including the staffing to accomplish all service incidentals necessary to complete the work, as set forth in this solicitation.

- a) The Contractor must provide make and model of all equipment offered for rental. Brand or trade names provided by the Contractor are for identification purposes, and do not limit the Contractor to such brands, provided alternates offered are equal in quality and function to those specified.
- b) All rental equipment is to meet or exceed applicable federal and state safety standards as mandated by OSHA, and MIOSHA Motor Carrier Division. This equipment is to meet or exceed applicable American National Standards Institute (ANSI) specifications. The Contractor will provide written documentation guaranteeing compliance with all safety standards.

- c) The Contractor shall provide written documentation confirming satisfactory testing on equipment where mandated by law (to include but not limited to: stress testing, dielectric testing, visual inspections) completed by a licensed and reputable testing firm.
- d) Rental equipment shall be no more than four (4) years old.

### **3.2 Availability and Delivery of Equipment**

- a) All requested orders must be delivered within two (2) calendar days/48 hours after receipt of order.
- b) Emergencies will be responded to within one (1) to six (6) hours. Equipment shall be available as both F.O.B. delivered and F.O.B. pick-up.
- c) No premium rates will be charged for delivery after normal business hours.
- d) Rental equipment items shall be fully fueled and operational at the time of pick-up or delivery.
- e) The Contractor will be required to perform a walk-around equipment inspection at the time of delivery and pickup.
- f) The Contractor (or their designee) and the Program Manager (or their designee) shall document the inspection by mutual execution of an inspection document provided by the Contractor.
- g) The Purchasing Entity is responsible for refueling all rented equipment upon its return.

### **3.3 Maintenance/Service**

- a) The Contractor will be responsible for all maintenance/service necessary to maintain satisfactory operation of rental equipment at no cost to the Purchasing Entity.
- b) Equipment shall be serviced according to manufacturer specifications. The Contractor shall maintain an equipment schedule for service and retain complete lifetime service records for all equipment.
- c) If a repair is needed and requires the piece of equipment to be out of service, the Contractor shall provide a replacement.
- d) Contractor will maintain a Dedicated Product Support Department to ensure proper function of rented equipment.
- e) On-site maintenance must be performed according to the recommended manufacturer maintenance schedule.

### **3.4 Training**

The Contractor must provide the following training:

An orientation training shall be provided upon request at the time of delivery. The training shall be deemed sufficient by the Purchasing Entity, to include detailed equipment operation and minor maintenance and inspection practices.

## **C. GENERAL REQUIREMENTS**

### **4.1 Transition**

**Post-Contract Transition:** Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

### **4.2 Technical Support and Repairs**

When providing technical support, the Call Center must resolve the caller's issue within 30 minutes. If the caller's issue cannot be resolved within 2 hours, on-site service must be scheduled. The on-site service must be performed within 36 hours of the time the issue was scheduled for service.

### **4.3 Reporting**

The Contractor must submit to the Contract Administrator or their designee, the following written reports:

- a) *Maintenance/service report*
- b) *Regional rental report*
- c) *Regional purchase report*

By the second Friday of every December, the Contractor must submit a report of recycled content in commodities sold in that calendar year to **the Contract Administrator or their Designee, DTMB Procurement.**

### **4.4 Meetings**

The Contractor must attend the following meetings:

- a) Kick-off meeting within 30 calendar days of the Effective Date.
- b) The State may request other meetings as it deems appropriate.

## **5 Staffing**

### **5.1 Contractor Representative**

The Contractor must appoint Product Representative specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

### **5.2 Key Personnel**

The Contractor must appoint one individual who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

Contractor's Key Personnel must be available during the following times: 8 am to 5 pm Eastern, Monday through Friday, at a minimum.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

**Key Personnel:**

**Tony Marulli**

**888-642-4228 or 248-349-4800 ext 1326**

**Mobile – 586-382-7555**

**Michigan CAT 24800 Novi Road Novi, Michigan 48375**

### **5.3 Non-Key Personnel**

The Contractor must notify the Contract Administrator at least 10-calendar days before removing or assigning non-key personnel.

### **5.4 Organizational Chart**

**Tony Marulli-Sales Dev. Mgr.**

**Erv Gambee-Sales Dev. Mgr. \* Josh Buchanan-Sales Dev. Mgr.**

**Philip Scherer – Heavy Equip. Rental Mgr. \* Brian Erler – Mgr. Rental Sales Operations**

**AV Webb – Supervisor Field Service – Regional Field**

**Linda Taylor – Sales Administration Supervisor**

### **5.5 Customer Service Toll-Free Number**

The Contractor must specify its toll-free number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm Eastern Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

**MICHIGAN CAT toll free: 888-642-4228 (888-MICH CAT)**

**MACALLISTER RENTAL toll free: 877-700-1945**

- **Receptionist available 7:00 am to 5:00 pm Monday through Friday and 7:00 am to noon on Saturday.**
- **Parts and service operations at some locations are open until midnight Monday through Friday as well.**
- **Answering service fields calls after hours and on weekends for emergencies. Emergency service fees may apply depending upon service required.**

### **5.6 Technical Support, Repairs and Maintenance**

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm Eastern Monday through Friday, at a minimum. Identify availability for this proposal by hours and days of the week.

**MICHIGAN CAT toll free: 888-642-4228 (888-MICH CAT)**

**MACALLISTER RENTAL toll free: 877-700-1945**

- **Receptionist available 7:00 am to 5:00 pm Monday through Friday and 7:00 am to noon on Saturday.**

- **Parts and service operations at some locations are open until midnight Monday through Friday as well.**
- **Answering service fields calls after hours and on weekends for emergencies. Emergency service fees may apply depending upon service required.**

**5.7 Disclosure of Subcontractors**

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

**GDBE definition:** "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

**Additional information on GDBEs can be found here:**

[Michigan Qualified Opportunity Zone \(QOZ\) Map](#)

[Michigan Supplier Community \(MiSC\) Page](#)

Contractor must provide detailed information as requested in the above requirement(s).	
<b>The legal business name, address, telephone number of the subcontractor(s).</b>	

Contractor must provide detailed information as requested in the above requirement(s).	
<b>A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.</b>	
<b>The relationship of the subcontractor to the Contractor.</b>	
<b>Is the subcontractor a GDBE?</b>	Choose an item.
<b>Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.</b>	
<b>A complete description of the Contract Activities that will be performed or provided by the subcontractor.</b>	
<b>Of the total bid, the price of the subcontractor's work.</b>	

Contractor must provide information based on the work performed by all subcontractors	
<b>Total percentage of work that will be performed by subcontractors:</b>	
<b>Total percentage of subcontracted work that will be performed by GDBE subcontractors:</b>	

### 5.8 Security

The Contractor will be subject the following security procedures:

- Contractor hires personnel that have passed a security background check.
- Contractor's drivers wear uniforms with their names and company logo.
- Exact Background is the company used for background checks.
- Contractor does a review of employee driving records.
- Contractor employees will wear badges if required.

The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

## **6 Pricing**

### **6.1 Price Term**

Pricing is firm for a 365-day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

### **6.2 Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

## **7 Ordering**

### **7.1 Authorizing Document**

The appropriate authorizing document for the Contract will be a purchase order or delivery order.

### **7.2 Order Verification**

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.

## **8 Acceptance**

### **8.1 Acceptance, Inspection and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities:

- a) Equipment shall be delivered in new condition. Damaged equipment will not be accepted. The Contractor will repair or replace the damaged equipment at the Contractor's expense.
- b) The Contractor shall provide documentation upon delivery that provides itemized deliverables.
- c) Acceptance is not complete for partial deliveries until final deliverables are received.

### **8.2 Final Acceptance**

- a) The Contractor shall deliver the equipment. The State, or their designee, shall inspect the equipment and approve acceptance of goods upon delivery.

b) All set-up and/or training and orientation shall be completed.

## **9 Invoice and Payment**

### **9.1 Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price.

### **9.2 Payment Methods**

The State will make payment for Contract Activities by EFT.

## **10 Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000. and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- The State is entitled to collect \$500. per individual per day for the removal of any Key Personnel without prior approval of the State.
- The State is entitled to collect \$500. per individual per day for an unapproved or untrained key personnel replacement.

## **11 Additional Requirements**

### **11.1 Environmental and Energy Efficiency Product Standards**

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

### **11.2 Hazardous Chemical Identification**

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

**11.3 Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

**11.4 Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

**11.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

**12 Service-Level Agreements (SLAs)**

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Deliveries	
<b>Definition and Purpose</b>	<p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>

SLA Metric 1. Timely Deliveries	
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.4 Delivery.</li> <li>2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.</li> <li>3. Items, brands, and quantities delivered will match the Order Confirmation exactly.</li> <li>4. Signed and dated packing slips will be provided to purchasing agency at the time of delivery.</li> <li>5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager.</li> <li>6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.</li> </ol> <p>The acceptable standard is 100% compliance.</p>
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<ol style="list-style-type: none"> <li>1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</li> <li>2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</li> </ol> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

**CONTRACT #240000000165****Attachment 1 to Schedule A - Dealer List**

<b>Store Name</b>	<b>Address</b>	<b>Phone</b>
Michigan CAT	24800 Novi Rd., Novi, MI	(248) 349-4800
Michigan CAT	3990 US Highway 131, Kalkaska, MI	(231) 258-8265
Michigan CAT	7700 Caterpillar Ct., Grand Rapids, MI	(616) 827-8000
Michigan CAT	19500 Dix-Toledo Rd., Brownstown Twp., MI	(734) 479-5800
Michigan CAT	7650 Millett Hwy., Lansing, MI	(517) 699-4800
Michigan CAT	12550 23 Mile Rd., Shelby Twp., MI	(586) 997-5300
Michigan CAT	3141 Wolf Rd., Saginaw, MI 48601	(989) 752-7300
Michigan CAT	5140 Meredith Dr., Portage, MI	(269) 383-7880
MacAllister Rentals	6190 Clyde Park SW, Byron Center, MI	(616) 530-2233
MacAllister Rentals	144 N. 33 <sup>rd</sup> St., Kalamazoo, MI	(269) 665-7608
MacAllister Rentals	7825 Northport Dr., Lansing, MI	(517) 394-2233
MacAllister Rentals	3229 S. Saginaw Rd., Midland, MI	(989) 496-7511
MacAllister Rentals	2147 S. 11 <sup>th</sup> St., Niles, MI	(269) 262-4600
MacAllister Rentals	4195 Meadow Lane Dr., Traverse City, MI	(231) 932-2255
MacAllister Rentals	52700 Pontiac Trail, Wixom, MI	(248) 714-8300
MacAllister Rentals	21625 W. Sibley Ct., Brownstown Twp., MI	(877) 700-1945

Placeholder for Schedule B – Pricing

Please follow this link for  
Schedule B – Pricing:

<https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Procurement/Contracts/MiDEAL-Media/Equipment-Contracts-and-Sch-B/240000000165---Schedule-B-Pricing.pdf>

MacAllister Machinery Co., Inc. dba Michigan CAT and MacAllister Rentals

## **SCHEDULE C - INSURANCE REQUIREMENTS**

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### **Request For Proposal No. 230000002854**

Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
  - a. Insurance certificates showing evidence of coverage as required herein must be submitted to [DTMB-RiskManagement@michigan.gov](mailto:DTMB-RiskManagement@michigan.gov) within 10 days of the contract execution date.
  - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
  - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
  - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
  - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

**7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<p><b>Minimum Limits:</b></p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Personal &amp; Advertising Injury</p> <p>\$2,000,000 Products/Completed Operations</p> <p>\$2,000,000 General Aggregate</p>	<p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.</p>
<b>Umbrella or Excess Liability Insurance</b>	
<p><b>Minimum Limits:</b></p> <p>\$5,000,000 General Aggregate</p>	<p>Contractor must have their policy follow form.</p>
<b>Automobile Liability Insurance</b>	
<p><b>Minimum Limits:</b></p> <p>\$1,000,000 Per Accident</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.</p>

Required Limits	Additional Requirements
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
<b>Garagekeepers Liability Insurance</b>	
<u>Minimal Limits:</u> \$100,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Garage Keepers Legal Liability coverage.

**8. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

**State of Michigan, DTMB - Enterprise  
 Risk Management (ERM)**

\_\_\_\_\_  
 Authorized ERM Signature

\_\_\_\_\_  
 Authorized ERM Agent (Print or Type)

Date \_\_\_\_\_

# STATE OF MICHIGAN

Contract No. 240000000165

Agricultural, Grounds, Turf, Earth Moving, and Roadside Maintenance Equipment

## SCHEDULE D SPECIFICATIONS

Equipment - Purchase, Rent, and/or Lease			(Bidder must check the boxes below that apply)	
SPEC SECTION	PAGE	BID	NO BID	
1 C03-2001CD-23 Dump Body	2		X	
2 C03-2001LG-23 Lift Gate	4		X	
3 C03-2001SP-23 Snow Plow	5		X	
4 C03-2011CD-23 Dump Body TB FT	6		X	
5 C03-20CU11-23 Utility Body	9		X	
6 C03-3001CAP-23 Cap for Pickup	11		X	
7 C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector	11		X	
8 C05-1601-23 Backhoe	14	X		
9 C36-0401-4T-23 Asphalt Heater-Hauler	16		X	
10 C36-Asphalt Recycler-23	18		X	
11 C38-0101 CTL-23 Skid Steer Track Loader	18	X		
12 C38-0101-23 Skid Steer Loader	19	X		
13 C38-0101AWS-23 Skid Steer Loader	20	X		
14 C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity	21		X	
15 C54-0001-23 Concrete Saw	23	X		
16 C62-0101RB-23 Broom	23		X	
17 C67-008T-23 Trailer	25	X		
18 C67-20T LP-23 Trailer	26	X		
19 C70-0001-23 Welder-Generator	26	X		
20 C60-2001-16 Sand-Salt Spreader	27		X	
21 C62-0051-23 Street Sweeper	28		X	
22 C05-0901-23 Tractor Roadside	35		X	
23 C05-0902-23 Tractor Roadside - Bi-Directional	37		X	
24 C05-1001-23 Tractor Lawn Mower 2 Wheel steer	38		X	
25 C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck	39		X	
26 C05-1003-23 Zero Turn 60-72 in deck	40		X	
27 C06-1001-23 Utility Vehicle 6x4	42		X	
28 C06-1002-23 Utility Vehicle 4 Wheel Drive	42		X	
29 C-42-0026-23 Mower, 15 ft Road Side Mechanical Drive Rotary	43		X	
30 C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity	44		X	
31 38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity	46		X	
32 05-00051.23 Crawler Dozer (30hp & up)	49	X		
33 30-00LT23 Light Tower, Trailer Mounted Diesel Engine	56	X		
34 38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity	57		X	
35 C56-051.23 Sewer and Catch Basin Cleaner Unit	58	X		
36 C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary	66		X	
37 C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower	67		X	
38 C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body	74		X	
39 C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body	80		X	

*The specifications below are considered to be samples of the type of equipment needed. Please be as specific as possible as to the specifications of your equipment offering. Make sure to include Make and Model and to list ALL deviations with sample specifications. The State must approve any deviations to this specification. Bidders must bid on at least one spec (multiple specs is preferred).*

8. - Specification # C05-1601.23		Bidder Response (Indicate acceptance and/or provide alternate)
TRACTOR/LOADER/BACKHOE, 4WD WITH EXTENDABLE REACH		
<b>TRACTOR</b>		
1.1	Engine shall be heavy duty diesel, rated at 92SAE horse power minimum	YES
1.2	Engine shall have individually replaceable, wet sleeve cylinder liners	No
1.3	Unit shall have tilt hood for easy engine access	YES
1.4	Engine lubrication shall be pressurized	YES
1.5	Engine oil filter shall be spin on, full flow type	YES
1.6	Air cleaner shall be dry type with safety element and centrifugal pre-cleaner	YES
1.7	Anti-freeze protection shall be to -34°	YES
1.8	Foot and hand throttle controls shall be provided	YES
1.9	Key start switch shall be provided	YES
1.10	Muffler with vertical exhaust and rain cap or curved top exhaust pipe	YES
1.11	Transmission shall be power-shift with torque converter fully synchronized four forward, three reverse speeds with electrically actuated twist grip in first through fourth gears	YES
1.12	Transmission disconnect switch shall be provided on loader control	YES
1.13	Mechanical front wheel drive shall be provided	YES
1.14	Both front and rear axles shall have either limited slip, torque proportioning differential, or a differential locking system	YES
1.15	Front axle oscillation shall be 16° minimum with a remote grease bank	YES
1.16	Rear axle shall be fixed	YES
1.17	Steering shall be power, hydrostatic type	YES
1.18	Service brakes shall be hydraulic actuated, foot operated, self-adjusting	YES
1.19	Parking brake shall be independent of service brakes spring applied, hydraulically released, wet multi-disc, and sealed from water, mud, and dust contamination and shall also neutralize the reverser	YES
1.20	Hydraulic system shall:	
	a. Be open or closed center type	YES
	b. Full flow filter with replacement element on return line	YES
	c. Mesh screen on suction side	YES
	d. Provide high flow hydraulic power to backhoe for attachments such as post driver, pavement breaker, etc.	YES
	e. High flow kit must be complete with all lines, hoses, couplers, and valves	YES
	f. Run 1 or 2 function tools	YES
1.21	Tires shall be tubeless with chloride valves, air filled at delivery	NO
1.22	Front tires shall be 14L x 17.5 (10 PR) traction type	12.5/80 -18
1.23	Rear tires shall be 21L x 24 (10 PR) R4 minimum	500/70-20
1.24	Electrical system shall be 12volt with 95amp minimum output alternator	YES
1.25	Dual Batteries with 1,900 combined CCA with disconnect switch	YES
1.26	Unit shall be pre-wired with a fused 10 gauge wire in cab for two way radio hookup	YES
1.27	Vandal protection shall include radiator, engine, fuel tank, and hydraulic reservoir	YES
1.28	Lights shall include:	
	a. Halogen driving and working lights	YES
	b. Tail lights	YES
	c. Front and rear turn signals	YES
	d. Rear brake lights	YES
	e. 2 side docking work lights mounted to the side of the roof	YES
	f. Unit shall be pre-wired with a switch for a roof mounted beacon light	YES
1.29	Rear fenders shall be provided	YES
1.30	Steps and hand holds shall be provided for each side	YES
1.31	Electric, moisture resistant back-up alarm, 95dba sound level shall be provided	YES
1.32	A horn shall be provided	YES
1.33	A grill guard shall be provided	YES
1.34	A block heater shall be provided	YES
1.35	A toolbox shall be provided	YES

<b>1.36</b>	Fuel capacity shall be 36 gallons minimum	YES
<b>1.37</b>	1,350 pound front counter weight shall be provided	1015 lbs
<b>1.38</b>	Provide indicators, gauges, or lights for the following:	
	a. Alternator charge	YES
	b. Engine coolant temperature	YES
	c. Engine oil pressure	YES
	d. Torque converter temperature	YES
	e. Transmission filter restriction	YES
	f. Hydraulic system restriction	YES
	g. Hour meter	YES
	h. Parking brake	YES
	i. Fuel level	YES
	j. Tachometer	YES
	k. Brake oil level	YES
	l. Air cleaner restriction	YES
<b>1.39</b>	Paint shall be manufacturer's standard construction yellow	YES
<b>1.40</b>	Cab shall be safety type, all steel shell, fully enclosed, weatherproof, with safety glass in windshield, all doors and windows	YES
<b>1.41</b>	Cab shall incorporate a roll over protection system (ROPS)	YES
<b>1.42</b>	Cab shall have glove compartment	YES
<b>1.43</b>	Cab shall have	
	a. Hot water heater	YES
	b. Outside mirrors	YES
	c. Wipers front and rear	YES
	d. Front windshield washer	YES
	e. Front and rear defroster ducts	YES
	f. Air suspension swivel deluxe cloth seat with arm rests	YES
	g. Seat belt and retractor	YES
	h. Opening rear window	YES
<b>1.44</b>	Cab shall have inside mounted curved rearview mirror	YES
<b>1.45</b>	Cab shall have floor mat	YES
<b>1.46</b>	Cab height from ground shall be 9 feet 3 inches maximum	YES
<b>1.47</b>	Factory installed air conditioning shall be provided	YES
<b>1.48</b>	Cab shall have AM-FM radio with weather band	No Weather Band
<b>LOADER</b>		
<b>2.1</b>	Loader shall be single lever control, hydraulic self-leveling with automatic return to dig	YES
<b>2.2</b>	Bucket shall be general purpose, 1 ½ cu/yd minimum SAE heaped with reversible bolt on cutting edge	YES
<b>2.3</b>	Lifting	
<b>2.4</b>	Hinge pin height shall be 11 feet fully raised minimum	YES
<b>2.5</b>	Breakout force with long lip bucket shall be 10,210 pounds minimum	YES
<b>2.6</b>	Dump reach shall be 35.5 inch minimum at full raise and 45° dump	YES
<b>2.7</b>	Cutting edge width shall be 92 inches minimum	YES
<b>BACKHOE</b>		
<b>3.1</b>	Backhoe shall be extendable reach type with ¼ yard Wain-Roy, Inc. quick tilt coupler system	YES
<b>3.2</b>	Backhoe shall have a 48 inch ditching bucket	YES
<b>3.3</b>	Extendable backhoe transport lock shall be provided	YES
<b>3.4</b>	Extendable dipper stick shall be outer box design	YES
<b>3.5</b>	The following requirements are measured with a 24 inch standard trenching bucket:	YES
	a. Digging depth with extension shall be 20 foot minimum	18'
	b. Extended reach from swing pivot shall be 23 foot minimum	22'
	c. Truck loading height with extension retracted shall be 12 foot, 6 inch minimum	12'
	d. Digging force, bucket cylinder shall be 14,800 pounds minimum	14,229
	e. Transport height with extension retracted shall be 12 foot, 10 inch maximum	YES
	f. Transportation length with extension retracted shall be 23 foot, 11 inch maximum	YES
<b>3.6</b>	Backhoe controls shall be pilot controls with pattern selection switch in cab	YES
<b>3.7</b>	Stabilizers shall have lockout and two position pads	YES

3.8	Stabilizers shall have cylinder guards	YES
<b>TRACTOR/LOADER/BACKHOE, 4WD WITH EXTENDABLE REACH</b>		
<b>Make Offered:</b>		CAT
<b>Model Offered:</b>		420
<b>11. - Spec. No. C 38-0101CTL-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>LOADER – SKID STEER-COMPACT TRACK LOADER</b>		
1.1	Engine: Diesel, 107 HP Tier 4 Diesel. <b>(The acceptable engine HP for the size of this unit shall be approximately 100hp (+/-))</b>	98 HP
1.2	Cooling: Liquid	Yes
1.3	Transmission: 2-Speed.	Yes
1.4	Air Cleaner: Dry type, replaceable element, with pre-cleaner.	Yes
1.5	Oil Filter: Full-flow, replaceable element.	Yes
1.6	Electrical System: 12 volt, manufacturer's standard size battery and alternator.	Yes
1.7	Steering and Drive: Hydraulic servo-actuated with steering, braking, forward and reverse controlled by operation of hand lever or levers.	Yes
1.8	Cab Enclosure with heat and AC	Yes
1.9	Bucket: Dirt type, 84" width.	Yes
1.10	Hydraulic System: Provide auxiliary hydraulics for operation of cold planer or other attachments, Variable Flow, pump size 36.6 gpm min., factory installed. Provide replaceable element filter.	32
1.11	Operating characteristics:	
	a. Rated operating capacity: 3,325 lbs. min.	Yes
	b. Tipping load, SAE rated: 9300 lbs. min.	Yes
	c. Min. Height to Raised Bucket Pin: 132"	126"
	d. Dump Height: 94" min.	Yes
	e. Travel Speed: 8.4 mph. approx.	Yes
1.12	Wheelbase: Approximately 48".	Yes
1.13	Overall Length with Bucket: 151" approx.	154"
1.14	Operating Weight: <b>12,925 lbs.</b> approx. with bucket, without operator.	Yes
1.15	Tracks: Rubber 17 inches.	Yes
1.16	Backup alarm	Yes
1.17	Foot and hand throttle	Yes
1.18	ROPS with enclosed cab.	Yes
1.19	Hour meter	Yes
1.20	Fuel gauge	Yes
1.21	Locking fuel and hydraulic oil reservoir caps	Yes
1.22	Horn	Yes
1.23	Cold start kit and block heater	Yes
1.24	Adjustable seat with suspension	Yes
1.25	Seat belt	Yes
1.26	Parking brake	Yes
1.27	Front working lights (2)	Yes
1.28	Rear working lights (2)	Yes
1.29	Beacon light	Yes
1.30	Lift arm stops	Yes
1.31	ROPS mounted warning light monitoring system for:	Yes
	a. Audible alarm for low engine oil pressure,	Yes
	b. Transmission temperature,	Yes
	c. Water temperature,	Yes
	d. Alternator, battery voltage	Yes
	e. Seat belt reminder	Yes
<b>LOADER – SKID STEER-COMPACT TRACK LOADER</b>		
<b>Make Offered:</b>		
<b>Model Offered:</b>		CAT 299D3
<b>12. - Spec. No. C 38-0101-23</b>		<b>Bidder Response (Indicate</b>

<b>SKID STEER LOADER</b>		<b>acceptance and/or provide alternate)</b>
1.1	Engine: Diesel, 54 HP SAE net	Yes
1.2	Cooling: Liquid	Yes
1.3	Transmission: Hydrostatic with chain drive to all wheels.	Yes
1.4	Air Cleaner: Dry type, replaceable element, with pre-cleaner.	Yes
1.5	Oil Filter: Full-flow, replaceable element.	Yes
1.6	Electrical System: 12 volt, manufacturer's standard size battery and alternator	Yes
1.7	Steering and Drive: Hydraulic servo-actuated with steering, braking, forward and reverse controlled by operation of hand lever or levers.	Yes
1.8	Bucket: Dirt type, 11.5 min. cubic feet capacity, SAE rated heaped, 70" max. width	Yes
1.9	Hydraulic System: Provide auxiliary hydraulics for operation of cold planer or other attachments, pump size 22.0 gpm min., factory installed. Provide replaceable element filter.	Yes
1.10	Operating characteristics:	Yes
1.11	a.Rated operating capacity: 1700 lbs. min.	Yes
	b.Tipping load, SAE rated: 3400 lbs. min.	Yes
	c.Min. Height to Raised Bucket Pin: 116"	Yes
	d.Dump Height: 81" min.	Yes
	e.Travel Speed: 6.0 mph. approx.	Yes
1.12	Wheelbase: Approximately 40".	Yes
1.13	Overall Length with Bucket: 144" approx.	127.3"
1.14	Operating Weight: 6,500 lbs. max. with bucket, without operator.	Yes
1.15	Tires: Pneumatic, 12.00 x 16.5, 6 ply.	10X16.5
1.16	Backup alarm	Yes
1.17	Foot and hand throttle	Yes
1.18	ROPS with overhead guard and integral screened sides.	Yes
1.19	Hour meter	Yes
1.20	Fuel gauge	Yes
1.21	Locking fuel and hydraulic oil reservoir caps	Yes
1.22	Horn	Yes
1.23	Cold start kit and block heater	Yes
1.24	Adjustable seat	Yes
1.25	Seat belt	Yes
1.26	Parking brake	Yes
1.27	Front working lights (2)	Yes
1.28	Rear working lights (2)	Yes
1.29	Beacon light	Yes
1.30	Lift arm stops	Yes
1.31	ROPS mounted warning light monitoring system for: Audible alarm for low engine oil pressure, transmission temperature, water temperature, alternator, battery voltage and seat belt reminder.	Yes
<b>SKID STEER LOADER</b>		
<b>Make Offered:</b>		CAT
<b>Model Offered:</b>		232D3
<b>13. - Spec. No. C 38-0101AWS-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>LOADER – SKID STEER, ALL WHEEL STEERING</b>		
1.1	Engine: Diesel, 92 HP Tier 4 Diesel	Yes
1.2	Cooling: Liquid	Yes
1.3	Transmission: 2-Speed.	Yes
1.4	Air Cleaner: Dry type, replaceable element, with pre-cleaner.	Yes
1.5	Oil Filter: Full-flow, replaceable element.	Yes
1.6	Electrical System: 12 volt, manufacturer's standard size battery and alternator.	Yes

1.7	Steering and Drive: Hydraulic servo-actuated with steering, braking, forward and reverse controlled by operation of hand lever or levers.	Yes
1.8	Dual Steering:	
	a. All Wheel Steer mode	no
	b. Skid Steer mode	Yes
1.9	Cab Enclosure with heat and AC	Yes
1.10	Bucket: Dirt type, 11.5 min. cubic feet capacity, SAE rated heaped, 74" max. width.	Yes
1.11	Hydraulic System: Provide auxiliary hydraulics for operation of cold planer or other attachments, Variable Flow, pump size 36.6 gpm min., factory installed. Provide replaceable element filter.	32
1.12	Operating characteristics:	
	a. Rated operating capacity: 3,325 lbs. min.	Yes
	b. Tipping load, SAE rated: 6,650 lbs. min.	Yes
	c. Min. Height to Raised Bucket Pin: 132"	127.1
	d. Dump Height: 81" min.	Yes
	e. Travel Speed: 12.3 mph. approx.	9.4 MPH
1.13	Wheelbase: Approximately 48".	Yes
1.14	Overall Length with Bucket: 141" approx.	155.7"
1.15	Operating Weight: 6,500 lbs. approx. with bucket, without operator.	9133 LBS
1.16	Tires: Pneumatic, 12.00 x 16.5, 6 ply.	Yes
1.17	Backup alarm	Yes
1.18	Foot and hand throttle	Yes
1.19	ROPS with enclosed cab.	Yes
1.20	Hour meter	Yes
1.21	Fuel gauge	Yes
1.22	Locking fuel and hydraulic oil reservoir caps	Yes
1.23	Horn	Yes
1.24	Cold start kit and block heater	Yes
1.25	Adjustable seat with suspension	Yes
1.26	Seat belt	Yes
1.27	Parking brake	Yes
1.28	Front working lights (2)	Yes
1.29	Rear working lights (2)	Yes
1.30	Beacon light	Yes
1.31	Lift arm stops	Yes
1.32	ROPS mounted warning light monitoring system for:	Yes
	a. Audible alarm for low engine oil pressure,	Yes
	b. Transmission temperature,	Yes
	c. Water temperature,	Yes
	d. Alternator, battery voltage	Yes
	e. Seat belt reminder	Yes
<b>LOADER – SKID STEER, ALL WHEEL STEERING</b>		
<b>Make Offered:</b>		CAT
<b>Model Offered:</b>		272D3

<b>15. - Spec. No. 54-0001-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>SAW, CONCRETE, DIESEL, 42 INCH BLADE CAPACITY</b>		
1.1	Concrete saws shall be painted manufacturers standard color	YES
1.2	Engine shall be a 4 cylinder 66hp turbocharged diesel	74HP
1.3	Fuel tank capacity shall be 9.75 gallon minimum	9G
1.4	Air filter shall be multi-stage with centrifugal pre-cleaner	YES
1.5	Cutting blade diameter range shall be 18 inches to 42 inches	YES
1.6	Maximum cutting depth shall be 17.5 inches	17-1/4
1.7	Spindle diameter shall be 1 inch	YES
1.8	Blade shaft diameter shall be 2 inch	YES
1.9	Front axle shall be 1 inch	YES

1.10	Rear axle shall be four (4) bolt hub mount	YES
1.11	Blade flange shall be 7 inch	YES
1.12	Output rpm shall be 1180rpm	1300
1.13	Saws shall have a hydraulic parking brake	YES
1.14	Right angle gear drive configuration shall utilize 16 V-belts to transmit power to blade shaft	20V-BELTS
1.15	Saws shall be equipped with a blade clutch switch to allow engine operation without blade rotation	YES
1.16	Blade shaft shall have four (4) sealed radial ball bearing cartridges	YES
1.17	Inner blade collar and sheave shall be press fit with keyway	YES
1.18	Blade guard shall be slip-on type with auto latch, handle,wide, tapered guard spade and replaceable blade guard hinge	YES
1.19	Transmission shall be balanced dual motor hydrostatic drive	YES
1.20	Blade control:	YES
	1. electro-hydraulic pump shall raise blade	YES
	2. switch controlled raise/lower on speed control handle	YES
	3. automatic blade depth control switch built into depth indicator	YES
	4. depth can be set with auto stop function on depth indicator	YES
	5. electric clutch blade drive disengagement system	YES
1.21	Saws shall have full time electric switch operated adjustable tracking	YES
1.22	Wheels:	YES
	1. front – 8 inch x 3 inch	YES
	2. rear – 10 inch x 3 inch	YES
1.23	Single linear control on console shall provide forward,reverse, dynamic braking and neutral stop	YES
1.24	Chassis shall be of welded box section construction	YES
1.25	Water system shall include a dual water shut-off, one on each side of console and a low water pressure protection switch	YES
<b>SAW, CONCRETE, DIESEL, 42 INCH BLADE CAPACITY</b>		
<b>Make offered:</b>		Diamond Products
<b>Model offered:</b>		CC7574DD

<b>17. - Spec. No. C67-008T-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>TRAILER, 8 TON, TANDEM AXLE WITH RAMPS</b>		
1.1	GVWR shall be 16,800 pounds or greater	yes
1.2	Lockable toolbox in tonque	yes
1.3	Deck length shall be 18' with 5' loading ramps without a beavertail	yes
1.4	Deck width shall be 82 inch I.D. between fenders Minimum. Overall width not to exceed 102"	yes
1.5	Deck height shall be 20" Maximum	22" loaded deck height
1.6	Brakes shall be electric type, all four (4) wheels, with brake away switch and 12 volt wet cell breakaway battery and a pintle ring coupler	yes
1.7	Brakes and pintle coupler shall be appropriate for GVWR	yes
1.8	Pintle coupler shall be adjustable in height	yes
1.9	Axles shall be Torflex #7,000 pound capacity minimum, each	yes
1.10	A 12,000 pound drop leg jack shall be provided	yes
1.11	Main frame and cross members shall be I beam construction	yes
1.12	Deck material shall be 2 inch rough sawn oak fastened to all cross-members	1-3/8" apitong (last longer)
1.13	Safety chains with latching hooks shall be provided that are appropriate for the trailer GVWR	yes
1.14	Rear ramps shall be 5 feet long, hinged at rear, with securing straps for transport, and have spring assist	yes
1.15	Wheels shall be 6 or 8 bolt dish type	yes
1.16	Trailers shall have minimum of three (3) 4,000 pound D-rings on each side, 2 D rings on the front bulkhead	Tie down brkts ILO drings
1.17	Complete understructure of trailers shall be painted with high quality baked on enamel	yes

1.18	Steel fenders shall be provided	yes
1.19	Stop, tail, clearance, and turn signals shall be LED type, four (4) tail light system wired for turn signals independent of stop	yes
1.20	Per Schedule E - Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type , mounted at rear of frame, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, provided and installed by vendor	yes
1.21	Trailer connector shall be routed through a weather-proof junction box mounted on the side of the tongue "A" frame	yes
1.22	NO Scotch locks will be accepted	yes
1.23	All wiring shall be in weatherproof loom	yes
1.24	All wiring shall be mounted to limit damage from crush of pinch type damage	yes
<b>TRAILER, 8 TON, TANDEM AXLE WITH RAMPS</b>		
<b>Make Offered:</b>		TRAIL KING
<b>Model Offered:</b>		TK14U

<b>18. - Spec. No. C67- 20T-LP-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>TRAILER, 20 TON, LOW PROFILE FLATBED WITH BEAVER TAIL and RAMPS</b>		
1.1	Payload capacity shall be 40,000 pounds	YES
1.2	Overall deck length shall be 24 feet	YES
1.3	Deck length shall be 19 feet without beavertail	YES
1.4	Brakes shall be 4 – wheel (both axles), air actuated	YES
1.5	ABS air brake controls shall be on one axle only	YES
1.6	Head board shall be a minimum of 4 inch heigh, full width	YES
1.7	Two (2) loading ramps shall be 21 inches wide x 5 feet long, hinged at the beavertail with two-way spring assist	19" WIDE RAMPS
1.8	Deck width shall be 102 inches	YES
1.9	Loaded deck height shall be 32 inches MAXIMUM	33" LOADED DECK HEIGHT
1.10	Deck shall be of 1 ½ inch thick oak	YES
1.11	Beavertail shall be approximately five (5) feet long with traction aids	YES
1.12	Hitch shall be pintle type, 3 inch ID, adjustable from 20 inches to 32 inches	15.5" -31" ADJUSTABLE HITCH
1.13	Main beams shall be 10 inch I-beam minimum	12"IBEAM MAIN FRAME
1.14	Cross members shall be 4 inch I-beam minimum on 16 inch centers	YES
1.15	Axles shall be dual wheel, 20,000 pound minimum each	YES
1.16	Tires shall be 215/75R17.5, 16pr, radials	YES
1.17	Wheels shall be disc (Budd) type	YES
1.18	Spare wheel and tire shall be provided	YES
1.19	Tongue jack shall be 25,000 pound two speed	YES
1.20	Four (4) 10,000 pound capacity d-rings shall be provided per side	5" D RINGS PER SIDE
1.21	Paint color shall be orange	YES
1.22	Lower structure shall be coated with rust-proofing	YES
1.23	All lights (stop, tail, turn, clearance) shall be LED type	YES
1.24	Per Schedule E - Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type , mounted at rear of frame, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, provided and installed by vendor	YES
1.25	All wiring shall be weather proof, no scotch locks will be accepted	YES
1.26	Safety chains shall be appropriate for the GVWR of the trailer	YES
<b>Make Offered:</b>		TRAIL KING
<b>Model Offered:</b>		TK40 LP

<b>19. - SPEC. NO. C70-0001-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>WELDER/GENERATOR, SKID MOUNT, 350 AMP, DIESEL ENGINE</b>		
1.1	Unit shall have 2 generator system, 4-Pole, 3-phase Generator for welding arc and separate 12,000 watt Power generator	YES
1.2	Skid Mounted with Lift eye	YES

1.3	DC Stick capacity, 20-400A	YES
1.4	DC TIG capacity, 20-400A	YES
1.5	MIG/FCAW capacity, 14-40 V	YES
1.6	Generator output, Peek 12,000 W	YES
1.7	Single phase generating peak output 12,000 W	YES
1.8	Generator output, Continuous 10,000 W	YES
1.9	Engine, Diesel 24 HP at 1,800 RPM	YES
1.10	Fuel tank Capacity, 11.5 gallons	YES
1.11	Cold Weather Starting Aids:	YES
	a. Engine Block Heater	YES
	b. Glow Plugs	YES
1.12	Engine idle speed 1500 RPM	YES
1.13	Engine shutdown system for high coolant temp, Low oil pressure, low fuel	YES
1.14	Overall height, 32 inches	YES
1.15	Overall width, 26 inches	26-1/4"
1.16	Overall length, 56 inches	YES
1.17	Approximate weight, 1,100 lbs.	YES
<b>WELDER/GENERATOR, SKID MOUNT, 350 AMP, DIESEL ENGINE</b>		
<b>Make Offered:</b>		MILLER
<b>Model Offer:</b>		BIG BLUE 400 (907774001)

<b>32. - Spec. No. 05-00051.23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>CRAWLER DOZER (30HP &amp; UP)</b>		
<b>1.0 PERFORMANCE</b>		
1.1	Tops speed at full throttle on clear, level ground shall be a minimum of 6.0 MPH	Yes
1.2	Tractor must be capable of developing and sustaining a minimum of 6,500 pounds of draw bar pull at 3.0 mph for fire plow operation	<b>Yes</b>
<b>2.0 ENGINE</b>		
2.1	Diesel fueled, Minimum 85 net horsepower per latest issue of SAE J1349	104 HP
2.2	Engine compartment shall be enclosed	Yes
2.3	Fan must be blower type, with a finger guard around it	Yes
2.4	Radiator must be suitable for forestry applications	Yes
2.5	Radiator shall be designed to reduce clogging from airborne debris	Yes
2.6	Cooling system shall be filled with suitable antifreeze with a minimum protection level of -30 degrees F.	Yes
2.7	Coolant conditioner shall be provided per manufactures recommendations	Yes
2.8	Combustion air intake shall be designed to prevent damage from limbs and other objects	Yes
2.9	Air cleaner shall be a dry type safety element with a pre cleaner	Yes
2.10	Pre-cleaner shall be protected by a perforated guard that serves as a prescreen	Yes
2.11	Restriction indicator shall be provided and be visible from the operators seat	Yes
2.12	Exhaust system must meet US forestry service spark arrestor requirements (Standard 5100).	Yes
2.13	An exhaust driven turbo charger must also meet Standard 5100	Yes
2.14	Exhaust must be muffled to meet or be less than OSHA limits for noise level for construction or forestry equipment	Yes
2.15	Exhaust parts located outside the engine compartment shall be inboard and below the level of the limb risers	Yes
2.16	Flexible pipe sections must be stainless steel	Yes
2.17	Exhaust system shall be weatherproof and protect the engine from rainfall during idle periods	Yes
2.18	Muffler shall be protected from rain and soot sludge with a stainless steel shield	Yes
2.19	Mufflers and other large exhaust components shall be mounted in the engine compartment	Yes
2.20	Fuel-water separator shall be Underwriters Lab(UL) approved fuel water separator with a spin on replaceable element.	Yes
2.21	Fuel water separator shall be mounted with the removable element and drain at the bottom	Yes

2.22	Primary spin-on replaceable fuel filter shall meet UL Standards, with the removable element and drain at the bottom	Yes
2.23	Fuel tank shall be equipped with a drain valve	Yes
2.24	Manual fuel pump priming pump shall be provided	Yes
2.25	All fuel lines must be metal or metal reinforced hoses	Yes
2.26	All hose connections will be threaded with SAE or flat faced O-ring connectors only	Yes
2.27	Fuel tank shall be metal construction	Yes
2.28	Engine equipped with a 120 Volt block heater for the coolant system	Yes
2.29	Engine to be equipped with a spin on oil filter and a full pressurized lube system	Yes
<b>3.0 DRIVETRAIN</b>		
3.1	Transmission shall be hydrostatic drive	Yes
3.2	Hydrostatic transmission must be dual path design with load sensing, anti-stall and "counter rotation"	Yes
3.3	Unit must be capable of "power turns" with a constant turning radius at any travel speed	Yes
3.4	Steering shall be controlled by a single lever joy stick which:	Yes
	a. Must control forward and reverse	Yes
	b. Must control counter rotation	Yes
	c. Forward and reverse must automatically detent into the engaged position	Yes
	d. Detent must be able to hold the joystick in position no mater what type of terrain the unit is on	Yes
	e. Travel speed must be controlled by a separate control, and be able to be set at a constant speed with out driver input	Yes
3.5	An indicator must warn driver when counter rotation is about to be activated	Yes
3.6	Test ports must be provided for hydrostatic transmission diagnosis	Yes
3.7	Provide a gauge at operator control panel to show transmission charge pressure	Yes
3.8	Hydrostatic hydraulic oil will have a spin-on oil filter, if provided drain shall be at the bottom	Yes
<b>4.0 UNDERCARRIAGE</b>		
4.1	Track gauge shall be either 57 inches or 65 inches	Yes
4.2	Track shoes shall be center mounted single grouser type. Pad width will be either 16 inch or 24 inch	Yes
4.3	Track length shall be at least 88 inch's, with a contact area of 2750 or 4125 square inches	Yes
4.4	Each track shall have a minimum of six (6) track rollers	Yes
4.5	Track ground pressure shall be between 4.32 and 5.99 pounds per square inch (PSI)	Yes
4.6	Track adjusters shall be hydraulic with covered grease points	Yes
4.7	Recoil springs shall be covered and equipped with over-pressure protection	Yes
4.8	Each track shall have a minimum of one (1) carrier roller	Yes
4.9	Track chain shall be sealed and lubricated	Yes
4.10	Rollers and idlers shall be provided with lifetime lubrication	Yes
4.11	Seals on rollers and idlers shall be face type, metal to metal	Yes
4.12	All under carriage components, including roller frames, idlers, rails, sprockets, rollers and shoes will be heavy duty type, capable of continues use	Yes
4.13	Sprockets shall be equipped with rock guards	Yes
4.14	Both ends of track grouser shall be clipped on a 45 degree angle	Yes
4.15	Six (6) track pads on each track shall be equipped with key slots for insertion and retention of a 1/2 inch chain, centered in pad	Yes
	a. Key slots shall accept and retain both 3/8 and 1/2 inch size chain	Yes
	b. These modified pads are to be evenly spaced around the track chain	Yes
	c. The shape and location of this modification to the pad must be approved by the manufacturer	Yes
<b>5.0 CHASSIS</b>		
5.1	Engine compartment front grill must be rated for extreme service in forestry application	Yes
5.2	Grill must be removable, and louvered, and not restrict air flow to the engine	Yes
5.3	Cowl/hard nose around the radiator shall incorporate a grill guard and be a minimum of 1/2 inch thick	Yes
5.4	All other exterior panels of this shroud nose shall be constructed of steel material and be a minimum of 1/2 inch thick	Yes

5.5	All non protected exterior exposed sheet metal along the side of the unit that is inboard of the inside edge of the tracks shall be minimum of 0.100 inches thick	Yes
5.6	All non protected exterior sheet metal along the side of the unit that protrudes beyond the inboard edge of the tracks shall be a minimum of 0.160 inches thick	Yes
5.7	All non protected exterior sheet metal at the rear of the tractor shall be a minimum of 0.160 inches thick	Yes
5.8	Engine side compartment panels shall be quick release, with out the use of tools	Yes
5.9	Tractor must be equipped with a full length, heavy duty bottom guard	Yes
5.10	Bottom guard shall be a minimum of 1/2 inch thick	Yes
	Bottom guard must include a bolt-on bottom access hatch located at the lowest part of the guard for debris clean out	Yes
5.11	Bottom guard may be omitted under transmission, if the manufacturer warrants the transmission case to serve as the bottom guard	Yes
5.12	Tractor shall be equipped with a closed eye, front tow hook	Yes
5.13	Access for all routine and daily maintenance shall be convenient and not require the use of hand tools	Yes
5.14	Tractor shall be equipped with a vandal protection package to allow locking of all fill points or there compartments	Yes
5.15	All locks for vandal protection shall be keyed alike, and 2 sets of keys shall be provided	Yes
5.16	All liquid fill points are to be labels as to the type of fluid used (i.e. diesel fuel, hydraulic oil, engine oil, etc..)	Yes
5.17	Two (2) tie down rings shall be provided on each roller frame	Yes
5.18	These rings shall be sized to meet federal transpiration safety regulations, and be located to minimizes exposure to damage	Yes
5.19	Ground clearance shall be a minimum of 13 inches as defined by the latest SAE J1234 rules	Yes
<b>6.0 HYDRAULIC SYSTEM</b>		
6.1	Hydraulic pump shall be a gear type with a minimum flow rate of 15 gallons per minute(GPM).	Yes
6.2	System pressure (main relief valve) shall be set to 2800 - 3000 psi	Yes
6.3	Hydraulic system shall be equipped with a spin on filter and if equipped with drain valve at the bottom	Yes
6.4	All metal hydraulic tubing shall be pre-painted or treated to prevent corrosion	Yes
6.5	Tubing shall be securely mounted to prevent damage or chaffing	Yes
6.6	Hydraulic oil reservoir(s) shall be of metal construction	Yes
6.7	Blade controls shall be on a single T-bar control	Yes
6.8	Blade lift valve shall include a float position	Yes
6.9	Blade lift and tilt cylinders must have steel hose and fittings guards	Yes
6.10	All hoses routed to the blade and all exposed hydraulic fittings must be adequately guarded	Yes
<b>7.0 ADDITIONAL VALVE SECTIONS FOR FIRE PLOW CONTROL</b>		
7.1	Three additional valve sections to be included: Two(2) valve sections with control levers easily accessible to the operator and one (1) valve section with out control lever shall be provided in addition to the valve sections required for dozer blade control. Specifications for each added spool section are as follows:	Two Valves
	a. 4 way, 4 position spool with float, mounted closest to the operator, This spool must provide a float position with a detent to hold the spool in this position with operator assistance, all other spool positions are to be spring return to neutral. Float position must be engaged with the spool control lever in its most forward position. <b>NO work port relief valves are to be installed in this section.</b> Actuation controls for this section shall be provided and located in line with and just outboard of the T-bar blade control (closest to the operator)	Two Way spool with float
	b. 4 way, 3 position spool, all spool work positions are to be spring return to neutral. An adjustable work port relief, set at 2800 - 3000 psi, in the port pressurized when the valve control handle is pushed forward, and an adjustable, work port relief, set at 1800 - 2000 psi, in the port pressurized when the valve control handle is pulled back, shall be installed in this section. Actuation controls for this section shall be provided and located in line with and just out board of the valve specified in a above. (next section away from operator)	Two Way spool with float

	c. 4 way, 3 position spool, all spool work positions are to be spring return to neutral. An adjustable work port relief, set at 100 - 1500 psi, shall be installed in the work port activated when the valve spool is pulled out and an adjustable , 1500 - 3000 psi work port relief valve shall be installed in the work port pressurized when the valve section spool is pushed in. Actuation controls for this section shall be provided by the customer. One (1) control lever boot shall be provided with each unit ordered.	no
<b>8.0 DOZER BLADE</b>		
<b>8.1</b>	Dozer blade shall be mounted on an all hydraulic controlled heavy "C-frame" shall be inboard of the tracks	Yes
<b>8.2</b>	Power lift, angle, and tilt functions shall be provided for the blade	Yes
<b>8.3</b>	Blade Specs	
	a. LT narrow blade: 90 inches	100.1"
	b. LT standard blade: 97 inch's	109.5"
	c. LGP Narrow Blade: 115 inches	Yes
	d. LGP standard blade 124 inches	Yes
<b>8.4</b>	Blade pitch shall be adjustable	Yes
<b>8.5</b>	All necessary parts or special tools required to adjust the blade pitch shall be supplied with each unit	Yes
<b>8.6</b>	Dozer blade shall be equipped with a structure extending fifteen (15) to eighteen (18) inches above the top of the blade intended to reduce debris from coming over the top of the blade	Yes
	a. This structure shall be as wide as the grill at the top and consist of a 2"x4"x3/16' wall rectangular tube work framework with minimum of six (6), 1/2"x 2" flat bars installed vertically within the frame work.	Yes
	b. This structure shall be an open frame work and the components of this structure shall be installed with the narrow edge forward to reduce the visual restriction to the operator.	Yes
	c. The front face of this structure shall lean forward approximately five (5) degrees relative to the back of the surface of the blade	Yes
<b>9.0 ROPS CANOPY &amp; OPERATOR PROTECTION</b>		
<b>9.1</b>	Cab height shall not exceed 108" overall (113" including grousers and strobe light)	Yes
<b>9.2</b>	Cab shall be a fully enclosed environmental cab with sound suppression, isolation mounted	Yes
<b>9.3</b>	ROPS (roller over protective structure) shall meet the specification requirements as per the latest issues of SAE J1040, J231, and fully certified	Yes
<b>9.4</b>	Operator protective structures shall meet the requirements of the latest issue of SAE J1084, OSHA 29CFR 1910.266 and MIOSHA Part 51 R408.15144	Yes
<b>9.5</b>	Operators station to be equipped with headliner, floor-mat, adjustable foot rests and adjustable armrests	Yes
<b>9.6</b>	Cab windows shall be made of polycarbonate glazed LEXAN or equivalent	Yes
<b>9.7</b>	All cab windows shall be tinted per the latest issue of SAE J674, and shall comply with ANSI Z-26.1	Yes
<b>9.8</b>	Window molding shall be heat resistant	Yes
<b>9.9</b>	The operators compartment shall be protected on all sides.	Yes
	a. This protection shall include screening in all open areas of the standard operators compartment	Yes
	b. Screens shall be constructed of woven or welded wire mesh	Yes
	c. Each end of each wire shall be securely welded into position	Yes
	d. All screens shall be painted black	Yes
	e. The dozer manufacture or ROPS certifier must approve all additions to the ROPS	Yes
<b>9.10</b>	Screening shall be installed such that it has minimal affect on the operators vision	Yes
<b>9.11</b>	All screens shall be heavy duty with the wire diameter being one-fourth (1/4)inch	Yes
<b>9.12</b>	The openings in the wire mesh shall be one and three-fourths (1-3/4) inches square except as noted below	Yes
	a. All screens that are on the rear of the dozer shall have openings that are one (1- 3/4) inch square	Yes
	b. All non rear facing screens that extend vertically down below the seat level of the operator's seat shall be made of material that has opening that are one (1) inch square in the bottom portion of the screen	Yes

	c. The height of this bottom portion shall be defined as one-fourth (1/4) to one-third (1/3) of the distance between the floor of the operators compartment and the top of the ROPS, but no higher than the seat level of the operator's seat	Yes
<b>9.13</b>	Entrance doors shall be provided on both sides of the operator's compartment	Yes
<b>9.14</b>	Windows in the doors shall be protected by woven wire cloth screens on the outside of the windows	Yes
	a. The screens shall be constructed of 1/4 inch diameter wire with square openings of 1-1/2 x1-1/2 to 1-3/4 x 1-3/4 inches and comply with the latest issue of SAE J1084	Yes
<b>9.15</b>	Door latches shall be operable with one hand	Yes
<b>9.16</b>	Doors shall be lockable	Yes
<b>9.17</b>	Door latches shall be protected from inadvertent release or damage by brush, and shall be industrial quality suitable for intended use	Yes
<b>9.18</b>	3 inch wide lap seat belt with metal to metal fasteners per latest issue of SAE J386 shall be provided	Yes
<b>9.19</b>	Operators seat shall be a cloth covered, deluxe, suspension seat with arm rests that is adjustable for operators weight, leg/arm reach and back angle, adjustable lumbar support, and adjustable seatback extension	Yes
<b>9.20</b>	The operators seat shall conform to the latest issue of SAE J899	Yes
<b>9.21</b>	Front windshield shall be equipped with operator controlled wiper and washer system	Yes
<b>9.22</b>	Washers system reservoir shall have a capacity of 1/2 gallon minimum capacity	Yes
<b>9.23</b>	Unit is to be equipped with factory approved limb risers, one on each side	Yes
<b>9.24</b>	If limb riser design is not direct from the manufacture, the design shall be approved by the manufacture and the purchaser	Yes
<b>9.25</b>	Limb risers are to be isolation mounted	Yes
<b>9.26</b>	Limb risers shall be of the straight line, point to point design (from a straight line from the outside, top, front corner of the radiator cowl/hood nose to the top, outside front corner of the ROPS	Yes
<b>9.27</b>	Limb risers shall be constructed out of square tubing not less than three (3) inches square with a three -sixteenths (3/16) wall thickness, or round tubing or pipe not less than three and one-half (3-1/2) inches out side diameter and a three-sixteenth (3/16) inch wall thickness	Yes
<b>9.28</b>	Operator's cab shall be equipped with a heating, ventilating, and air conditioning (HVAC) system	Yes
<b>9.29</b>	The HVAC system shall be capable of maintaining the interior cab within a temperature range of 65-75 degrees F in sunny conditions with the outside ambient temperature between 20 and 100 degrees F	Yes
<b>9.30</b>	No components of the HVAC system shall increase the overall height of the dozer	Yes
<b>9.31</b>	Components of the HVAC system not inside the cab or compartment shall be protected from damage from trees, tree limbs and brush	Yes
<b>9.32</b>	The fan for the HVAC system shall be capable of maintaining the interior cab air pressure at a minimum level of 50 Pa and a maximum level of Pa above the exterior atmospheric pressure, per the latest issue of SAE J1503	Yes
<b>9.33</b>	All incoming air shall be filtered through a spark arresting screen	Yes
<b>9.34</b>	A high efficiency particulate element (HEPA) or other approved particulate filter media, and an active carbon element	Yes
<b>9.35</b>	The particulate filter media shall have an efficiency rating of 93 DOP at 0.5 micron, the media material shall be fiberglass	Yes
<b>9.36</b>	The active carbon element(s) shall have an activity rating of 60 Minimum	Yes
<b>9.37</b>	Any externally mounted filters shall be protected from bush and weather damage	Yes
<b>9.38</b>	In addition to the HVAC fan an operator controlled fan for circulating the air inside the cab shall be installed, this fan shall be a Red Dot model no. 73R9063 or approved equivalent	Yes
<b>10.0 ELECTRICAL SYSTEM</b>		
<b>10.1</b>	Electrical system shall be 12 volt and shall meet the requirements of the latest issue of SAE J821	Yes
<b>10.2</b>	Alternator shall have a minimum capacity of at least 90 amps	Yes
<b>10.3</b>	Dual 12 volt storage batteries(low maintenance design) with a minimum of 190 minutes reserve capacity and 950 CCA each	Yes
<b>10.4</b>	A manual master electrical system disconnect switch shall be provided	Yes
<b>10.5</b>	Lighting	
	a. Two (2) LED work lights mounted on the grill	Yes

	b. Two (2) LED work lights mounted overhead, facing forward, angled outward	Yes
	c. Two (2) LED work lights mounted inside the rear screen facing rearward	Yes
	d. All lights to be mounted to reduce glare or reflection back on the operator	Yes
	e. All lights to be switched indecently and readily accessible from the operators station, and clearly labeled	Yes
	f. All lights to be wired to independent circuit breakers	Yes
<b>10.6</b>	Engine starter shall be 12 volts	Yes
<b>10.7</b>	Electronic monitoring system shall be provided to monitor all internal operating systems to include the following:	Yes
	a. Audible and/or visible alarms for the charging system, hydraulic and transmission filter restrictions', engine coolant tempter, engine oil pressure, air cleaner restriction, and seat belt.	Yes
<b>10.8</b>	Gauges shall be provided for the following:	Yes
	a. Engine oil pressure	Yes
	b. Engine coolant tempter	Yes
	c. Electric hour meter activated by engine oil pressure or alternator operation	Yes
	e. Fuel level	Yes
<b>10.9</b>	Operator controlled interior lighting, that will illuminate the entire cab	Yes
<b>10.10</b>	12 Volt power port with a minimum capacity of 20 amps labeled to show the rated amp capacity	Yes
<b>10.11</b>	The dozer will be equipped with one adequately guarded white strobe light	NO -DNR Installs
<b>10.12</b>	Strobe light will be mounted high on the unit and near the rear of the operators compartment	N/A
<b>10.13</b>	Strobe light shall be directly visible 360 degrees around the dozer	N/A
<b>10.14</b>	Strobe light shall be directly visible from any position overhead and/or by aircraft working a fire	N/A
<b>10.15</b>	The strobe light shall have a non-hypnotic flash pattern	N/A
<b>10.16</b>	Strobe light must be wired to operate any time the ignition key is in the on position, with no provision to turn it off	N/A
<b>10.17</b>	Strobe light is to be on its own circuit with a circuit breaker for protection	Yes
<b>11.0 WEIGHTS &amp; DIMENSIONS</b>		
<b>11.1</b>	The SAE operating weight shall not exceed 20,622lbs, with all of the above mentioned attachments installed	Yes
<b>11.2</b>	Overall machine height(as defined by SAE J1234) shall not exceed 113 inches with all of the above mentioned attachments installed	Yes
<b>11.3</b>	Overall machine width less the front blade shall be no more than 89 inches	129.5"
<b>12.0 SAFETY ITEMS</b>		
<b>12.1</b>	Tractor shall be equipped with a back-up alarm, per the latest issue of SAE J994, Type A 12 volt 112-db (A)	Yes
<b>12.2</b>	Tractor shall be equipped with a warning horn, per the latest issue of SAE J1446 and J1105	Yes
<b>12.3</b>	Service, secondary and parking brake systems must meet the requirements of the latest issue of ISO 10265	Yes
<b>12.4</b>	Tractor shall be equipped with self-cleaning, anti-skid surfaces and hand holds as needed for safely mounting and dismounting the tractor, and for all maintenance operations normally performed daily, per the latest issue of SAE J185	Yes
<b>12.5</b>	Grab handles shall be provided at each rear corner of the tractor	Yes
<b>12.6</b>	Tractor shall be equipped with a convex mirror, mounted inside the operators compartment	Yes
<b>12.7</b>	Tractor shall be equipped with one (1) ten pound BC dry chemical fire extinguisher per the requirements of the latest issue of SAE J1212	Yes
<b>12.8</b>	Tractor must conform to the latest issue of SAE J1212, fire prevention on forestry equipment	Yes
<b>12.9</b>	Tractor shall be equipped with previsions to prevent unauthorized starting and movement of the machine per the latest issue of SAE J1083	Yes
<b>12.10</b>	Safety signs and labels shall meet the requirements of the latest issue of SAE J115	Yes
<b>13.0 PAINT</b>		
<b>13.1</b>	Except as noted below, the visible exterior of the tractor is to be painted with an Acrylic enamel or better paint.	Yes

13.2	Color to be: Navistar 2023 Carnival Red T-1y12, KX - 2y 186 or approved equivalent	Yes
13.3	Operator brush screens and limb risers to be painted black	Yes
13.4	Hood is to be painted a non-glare gray or charcoal color	Yes
<b>14.0 SPECIAL CONDITIONS</b>		
14.1	In addition to the equipment specified, the tractor shall be equipped with all standard equipment provided by the manufacture for commercial or industrial use as specified in literature published by the manufacture	Yes
14.2	Tractor shall comply with all federal and state safety regulations and standards	Yes
14.3	Supplier shall be responsible for delivering the tractor properly serviced, clean, and in first class operating condition.	Yes
14.4	Pre-delivery service shall include:	Yes
	a. Complete lubrication	Yes
	b. Verification of proper engine settings	Yes
	c. Adjust tracks to proper tension	Yes
	d. Check and fill all fluids	Yes
14.5	Each unit shall come with four(4) parts manuals	Yes
14.6	Each unit shall come with four (4) operators manuals	Yes
14.7	Each unit shall come with three (3) service/technical manuals	Yes
14.8	After delivery and acceptance of units, training shall be provided for 8-10 Michigan DNR heavy equipment mechanics at a location in Michigan	Yes
14.9	Training shall include but not be limited to system functions/operations and diagnostics for the electrical, hydrostatic, mechanical drive train, engine, and hydraulics systems for the model(s) ordered	Yes
14.10	Michigan DNR mechanics shall be able to adjust, calibrate, diagnose, rebuild, repair and test the model(s) specified above upon completion of the training	Yes
14.11	Three (3) copies of any manuals, software, special tooling, etc.. required to perform the tasks covered in this training shall be provided	As Needed
14.12	The Manufactures warranty must be a minimum of twelve months (12), full coverage.	Yes
14.13	This unit will require 6 to 9 months to outfit for its intended use. Warranty shall begin when this unit is placed in to service as determined by the user, Dealer shall provide the means for user to contact manufacture to begin warranty	Yes
14.14	Copies of the manufactures warranty and certificate of origin shall be provided for each unit ordered, with the invoice	Yes
14.15	Tractor out fitting shall be performed at an authorized facility, approved by both the tractor manufacture and the Michigan Department of Natural Resources	Yes
<b>CRAWLER DOZER (30HP &amp; UP)</b>		
<b>Make Offered:</b>		CAT
<b>Model Offered:</b>		D2 Fire Tractor

<b>33. - Spec. No. 30-00LT23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>LIGHT TOWER, TRAILER MOUNTED DIESEL ENGINE</b>		
1.1	Total weight: 1550 pounds	1310
1.2	Over all length: 176 inches	106.5"
1.3	Transport height: 66 inches	98.5"
1.4	Overall width: 47 inches	50.5"
1.5	Max. Tower height: 30 Feet	23'
1.6	Wind stability of 65 mph at full height	YES
1.7	Ground clearance: 8 inches	YES
1.8	Tire Size: 13 inches	YES
1.9	Winch Capacity: 1,500 pounds	YES
1.10	Winch wire rope: 3/16	YES
1.11	Fuel tank capacity: 30 gallons	63 GAL
1.12	Engine run time per fuel tank 3/4 load: 64 hours	132 HOURS
1.13	Engine type: Diesel	YES
1.14	Engine HP: 12 min	11.6HP
1.15	Engine cylinders: 3	YES
1.16	Engine RPM: 1800	YES

1.17	Engine cooling: liquid	YES
1.18	Engine auto shut down: low oil pressure / high temp	YES
1.19	Maximum generator output: 6,000 watts	YES
1.20	Continuous generator output: 6,000 watts	YES
1.21	Voltage: 120/240	YES
1.22	Amps at 120 volts: 50	YES
1.23	Amps at 240Volts: 25	30AMP
1.24	Receptacles: 2, 120 volt GFCI protected	3
1.25	Flood Lights: (4) Metal Halide	LED
1.26	Lumens: 440,000	204,488
1.27	Light coverage: 5 to 7 Acres	1
1.28	Sound level at 23 feet: 73 db Max.	66DB
1.29	Trailer hitch: 2 inch ball, adjustable height, with safety chains with spring loaded safety hooks	YES
1.30	Trailer coupler: spring loaded bull dog type	FIXED BALL
1.31	Trailer Lights: DOT approved tail, stop and turn LED type	YES
1.32	Per Schedule E - Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type , mounted at rear of frame, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, provided and installed by vendor	YES
1.33	All wiring shall be weather proof, no scotch locks will be accepted	YES
1.34	Trailer to have rear mounted screw adjustable rear out riggers and tongue jack	YES
1.35	Housing shall consist of a roof or head along with hinged side doors which shall lock in place	YES
1.36	Housing shall have access panels for servicing	YES
1.37	Engine control panel shall include hour meter, circuit breakers, light switches and key start	YES
1.38	Paint shall be manufacturer's standard color	YES
1.39	2 - Service manual	YES
1.40	2- Parts manual	YES
<b>LIGHT TOWER, TRAILER MOUNTED DIESEL ENGINE</b>		
<b>Make Offered:</b>		ALLMAND
<b>Model Offered:</b>		GR-6K

<b>35. - Spec. No. C56-0051D.23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>SEWER AND CATCH BASIN CLEANER UNIT</b>		
<b>1.0</b>	<b>Base Specifications:</b>	
1.1	All holes in cab and chassis frame rails shall be drilled or punched.	Yes
1.2	<b>There shall be no flame cutting or welding on the frame side rails</b>	Yes
1.3	Cab, body, frame and painted components shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	Yes
1.4	Cab & body(excluding stainless steel bodies) shall be painted Freightliner Omaha Orange Elite L0789EY	Yes
1.5	Frame and all under cab painted components will be painted black with PPG PSX700, with the primer coat being Amercoat 240 or equal	Yes
1.6	The complete paint film, to include primer and finish coat, shall have a minimum thickness of 2.5 mils	Yes
1.7	Cab to end frame length on all body installations shall be the same length as the body being mounted, plus the length of any setback	Yes
1.8	All items removed from the cab and chassis by body installer (frame ends, fuel tanks mirrors, etc.) remain the property of the State of Michigan are to be returned with the truck	Yes

1.9	All wires passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metal conduit. Ends of all wires shall be adequately anchored to prevent loosening. All wiring shall be properly secured to the truck by proper wiring hangers.	Yes
1.10	Ends of all wires shall be adequately anchored to prevent loosening	Yes
1.11	All electrical connections shall be soldered and enclosed in heat shrink or in water tight junction blocks	Yes
1.12	Scotch locks and wire nuts are not acceptable	Yes
1.13	All wire connections from the body to the chassis must be connected to the body up fit module if provided	No-Directed Connected
1.14	Any non-factory wiring harness shall be made with weather pack connectors	Yes
1.15	All hydraulic/waterlines shall be adequately protected and shall be properly secured to the truck by proper hose clamps	Yes
2.0	<b>Cab &amp; Chassis - Supplied by MDOT</b>	Yes
2.1	<b>Referenced Make: Freightliner or approved alternate</b>	Yes
2.2	<b>Referenced Model: 114SD, or approved alternate</b>	Yes
2.3	Shall be a Standard Cab	Yes
2.4	GVWR will be 60,000 pounds minimum	Yes
2.5	450 hp Diesel Engine, 1550 lb-ft Torque	Yes
2.6	Allison 4000 RDS Automatic Transmission with Oil Cooler, Push Button Control	Yes
2.7	20,000 lb. Set Back Front Axle and Suspension	Yes
2.8	40,000 lb. Rear Axle, 5.29 Ratio	Yes
2.9	Electric Over Air Power Divider Switch with Indicator Light	Yes
2.10	Hendrickson RT-403 Rear Suspension	Yes
2.11	Vertical Exhaust RH	Yes
2.12	120,000 PSI Frame with inner C Channel Reinforcement	Yes
2.13	Integral Front Frame Extension, 12"	Yes
2.14	Front Tires: 425/65R 22.5 20 Ply Radial	Yes
2.15	Rear Tires 11R 22.5 14 Ply Radial	Yes
2.16	Body Builder Wiring and Interface	Yes
2.17	Wheel base 254"	Yes
2.18	Rear frame overhang 52"	Yes
3.0	<b>Drives:</b>	
3.1	Unit to be equipped with a Webster/Spicer/Durst Case Transfer case sizes to handle the horse power & torque requirements of the unit or equivalent	Yes
3.2	Hydraulic system shall be driven by power take off(PTO) to be a Chelsea 277 hot shift PTO with overspeed control, or equivalent	PTO Driven Hydraulics
3.3	PTO shall be wired to only allow it to engage if parking brakes are set	Yes
3.4	PTO control shall be dash mounted electrical switch	Yes
3.5	PTO engaged light will be provide in the cab	No
4.0	<b>Water Storage Tanks:</b>	
4.1	1500 gallon minimum usable capacity	1450 Gallons
4.2	Rotational molded non-cross linked polyethylene construction with ultraviolet stabilize and minimum ¼" thick wall. Must be repairable type polyethylene	Yes
4.3	Bottom of tank protected by ¼" steel to eliminate potential puncture from road debris	Yes
4.4	The total tank capacity shall be divided into 250 gallon, separate, self-baffling cells and interconnected together. Individual tanks shall all be mounted at the same level to provide balanced pressurization and prevent air cavitation problems	Yes
4.5	Tank to pump suction shut-off valve with cast iron, "Y" type strainer with stainless steel filter element	Yes
4.6	Lifetime "no rust-through or corrosion warranty" provided	Yes
4.7	Minimum 5" air gap on fill tube to prevent siphoning of water from storage tanks back into hydrant	Yes
4.8	Clear sight level indicators mounted on both sides of unit	Digital Water Level Gage
5.0	<b>Water Pump:</b>	
5.1	Double acting, single piston hydraulic powered water pump with 1:1 oil to water ratio. It shall be driven by a flow & pressure compensating hydraulic system for reduced fuel consumption	Triplex Pump

5.2	Water pump shall have a rated design capacity of 100 GPM @ 3,000 PSI continuous duty	<b>80 GPM @ 2500 PSI</b>
5.3	Hydraulic pump shall be sized to produce 80 GPM @ 2500 PSI	Yes
5.4	Manually operated Dual hydro-pneumatic nitrogen charged 2-1/2 pound accumulators with on/off valve shall be provided to handle pressures from 600 to 3000. Hydropneumatics accumulator shall be equipped with valve to allow operator to selectively activate blockage busting or smooth flow characteristic	<b>Not required with Triplex Pump</b>
5.5	Piston and/or packing must not require greasing	Yes
5.6	Switch at control panel shall control engagement and disengagement and variable flow 0 to 80 GPM, from 0 to full pressure	<b>Controlled by Needle Valve</b>
5.7	Pump driven hydraulically by two hydraulic pumps. One powered by a transmission mounted hot shift PTO, and the second powered by the transfer case	<b>Driven by Split Shaft Transfer Case</b>
5.8	Pump mounted below water tanks, forward of debris tank to assure flooded inlet at all times to prevent cavitation	Yes
5.9	Single two-way ball valve for sewer nozzle operation	Yes
5.10	Multi flow system with dial valve at control panel to allow full vacuum with independent control of water pressure and flow	<b>Not Independent</b>
5.11	Single dial to control water pump on/off & water pressure	Yes
5.12	An in-line water charged oil cooler shall be installed between the water tanks and the pump. The oil cooler shall not be installed within another component such as a water or oil tank	<b>Not required with Transfer Case</b>
5.13	A second air to water cooler shall be installed. This second cooler shall be installed to assist in the cooling of hydraulic fluid during low water flow & Hydro-ex operations	<b>Not required with Transfer Case</b>
5.14	For maintenance and serviceability, the water pump shall not require removal from the unit chassis for maintenance or repair	Yes
5.15	The water pump end can be serviced without disassembling both the water end and or hydraulic end	Yes
6.0	<b>Vacuum System Positive Displacement:</b>	
6.1	Vacuum Pump Rotary lobe positive displacement "Roots type" using two impellers rotating in opposite directions to move entrapped air around the case to the outlet port. Pump shall be rated for continuous duty	Yes
6.2	Unit equipped with a high efficiency exhaust silencer	Yes
6.3	Vacuum pump direct shaft driven from the transfer case without the use of belts, poly chains or intermediate hydraulic or hydrostatic systems. Power supplied from chassis engine via transfer case. The direct transfer case drive will reduce fuel consumption over hydraulic drive systems	<b>Transfer Caes with Poly Chain Drive</b>
6.4	A Hot Shift control is supplied at front control panel to engage and disengage vacuum pump for operator safety	<b>Yes - Rear Contol</b>
6.5	Three (3) automatic opening vacuum relief valves shall be provided for vacuum pumps rated less than full vacuum	Yes
6.6	Single 14" diameter, internal stainless-steel float ball supplied for automatic vacuum system shut off when unit is full. (Electric shut off systems not acceptable). A minimum 113 square inches must be provided at the air exit duct to reduce air velocity and carryover	Yes
6.7	An externally mounted, vertical cyclone separator with a 16" diameter clean out door shall be incorporated between the positive displacement vacuum pump and the debris tank. The clean out door shall be mounted less than 4 feet from ground level for operator safety. The cyclone shall have a minimum 2000 cubic inch internal operating size	Yes
6.8	Vacuum relief vent door switch located at operator's station to relieve vacuum. Switch shall open a vent door via an air cylinder to relieve the vacuum without disengaging the vacuum pump	Yes
6.9	Vacuum pump shall produce 4500 CFM and 18" Hg.	Yes
6.10	Vacuum Pump to be Roots Model 824 RCS or equivalent	Yes
7.0	<b>Debris Body – Ejector Unloading &amp; Compaction Dewatering System:</b>	
7.1	Minimum volumetric capacity of 12.0 cubic yards	<b>10 Cubic Yards</b>
7.2	Cylindrical shaped for strength and corrosion resistance	Yes
7.3	Designed to withstand 360" of water vacuum	Yes
7.4	Debris tank to be constructed of abrasion and corrosion resistant 1/4" Exten steel, with a yield strength of 50,000 PSI and tensile strength of 70,000 PSI	<b>Exceed - Boiler Plate Steel</b>
7.5	Unloading of body is accomplished without going behind unit when body is full	Yes

7.6	Hydraulic powered open and close, full height and width flat rear door with self compensating, double lipped neoprene seal located on door. Rear door to be opened and closed by (2) two power up / down hydraulic cylinders. The door shall hydraulically open 90 degrees to allow easy access to the debris body interior for clean out.	<b>Hydraulic Domed Rear Door, Single Hydraulic Cylinder. 90 Degree Opening.</b>
7.7	Four (4) mechanical, wedge pin and receiver, hydraulically operated tailgate latches shall be supplied for securing rear debris tank door. Hydraulic latching shall be accomplished by a single hydraulic cylinder with mechanical linkage, separate from the door open close cylinders. The design of the locking system will not allow tailgate to open if hydraulic power is lost. Systems requiring separate manual latches to secure the door in the event of hydraulic system failure are unacceptable	<b>4 Hydraulic Cylinders with Wedge Design</b>
7.8	Exterior mechanical liquid level gauge. Stainless steel float and rod	<b>Glass site guides</b>
7.9	Internal tank manifold flushing system with eight jets working from the water pump	<b>Yes</b>
7.10	The debris inlet pipe shall be bolted to the debris tank and not require welding to replace	<b>Yes</b>
7.11	The make/break connection between debris inlet pipe and boom must compensate for uneven road and ground conditions by way of spring-loaded and gasketed mating plates	<b>Yes</b>
7.12	Full diameter fabricated steel ejector plate with two-stage hydraulic cylinder	<b>Full Dumping Body</b>
7.13	Rear body pivot pins to be greaseable to increase pin life	<b>Yes</b>
7.14	Controls for latching/unlatching, opening/closing and extending/retracting ejection plate must be located on the passenger side behind the cab and forward of the debris tank for operator protection	<b>Yes</b>
7.15	One (1) internal surge baffle for debris tank	<b>Not Required</b>
7.16	Adjustable polymer wipers to clean bottom, sides and top of tank while unloading debris	<b>Not Required</b>
7.17	Baffle shall keep debris away from front drain to maximize dewatering capabilities	<b>Not Required</b>
7.18	The ejector system will be designed to allow the operator to compress material in the debris tank to remove the maximum amount of liquid possible	<b>Not Required</b>
7.19	The forward section of the debris tank shall raise 24" to assist in cleanout and at dump locations with a truck nose down ramp	<b>Not Required</b>
7.20	In the compaction cycle, the hydraulic system will be preset so as to limit the stroke of the cylinder	<b>Not Required</b>
7.21	Controls to operate the compaction system will be integrated with the standard ejector plate control	<b>Not Required</b>
7.22	Front gravity drain valve shall be a minimum 6" diameter opening for decanting of liquids from debris body and shall include a knife valve and 35' of fabric drain hose	<b>Not Required</b>
7.23	Body drain capable of pneumatic back flushing in order to unclog without opening tailgate	<b>Not Required</b>
7.24	A combined visual and audible alarm must provide an alert whenever the debris body or tailgate is being raised or lowered	<b>Yes</b>
7.25	The debris tank shall have a rear splash shield installed from the 3 to 9 o'clock position at the tailgate	<b>Yes</b>
7.26	Unit shall be equipped with a body prop system to allow the debris tank to be secured in the raised position for service.	<b>Yes</b>
7.28	A "body raised" light shall be mounted in the dash to illuminate when body is not in the down position	<b>Yes</b>
8.0	<b>Air Purging System:</b>	
8.1	Self-contained system for purging water from jetting hose, handgun lines and pump to prevent freeze-up supplied. Air to be supplied by unit chassis	<b>Yes</b>
9.0	<b>Hose Reel, Front Mount "Rotating":</b>	
9.1	The hose reel assembly shall be front mounted at the center of the unit with 270-degree manual rotation to facilitate manhole entry and reduce traffic flow interruption. Manual rotation shall occur between the headlights of the truck chassis keeping the reel at a centered position at all times for operator safety	<b>Rear Mounted Hose Reel Assembly</b>
9.2	Hose reel assembly shall rotate on a large diameter ball bearing and include a pneumatically actuated lock, which will positively lock the reel in any position across its operating range. Fork or gear type locks will not be acceptable	<b>180 Degree Articulation</b>
9.3	The hose reel shall be capable of extending 18" to facilitate manhole entry and to allow tilting of engine hood. Hose reel to be capable of 270 degree rotation in any position from fully retracted to full extension.	<b>180 Degree Articulation</b>

9.4	The hose reel shall have a minimum capacity of 1000' of 1" I.D. sewer hose. Drum and flanges constructed of ¼" steel, designed to withstand maximum working pressure without distortion. The drum shall have a minimum of 24" diameter to prevent hose damage. The reel shall be supported by two (2) heavy duty self-aligning pillow block bearings, bolted to a ¼" thick support frame.	Yes
9.5	800 feet of 1" dia. plastic sewer cleaner hose supplied, with 2500 PSI working, 6250 PSI burst pressure ratings minimum. Hose must be constructed per standards established by NSWMA. Rubber type sewer hoses are not acceptable	Yes
9.6	Unit shall be equipped with a 1' x 10' leader hose	Yes
9.7	Reel driven by a double chain, hydraulic drive producing a minimum 14,600 in/lbs. torque and a variable speed from 0 to 40 RPM	Yes
9.8	A means to extend and retract the hose reel frame shall be provided that does not require the truck engine to be running	No
9.9	Manually controlled level wind provided, utilizing four rollers. The top roller must be designed to pivot over center to allow for sewer hose removal without having to completely rewind back on the reel	Yes
9.10	A safety containment system enclosing the top 1/2 of the hose reel shall be provided, consisting of a guard constructed entirely of Lexan. The transparent containment system permits viewing of hose reel and sewer hose, while protecting the operator from hose burst or coupling failure	Yes
10.00	<b>Power Boom:</b>	
10.1	The power boom shall have a minimum of 217-degree hydraulic worm gear rotation and be lockable in any position. Systems using hydraulic cylinders will not be acceptable	Yes - 360 Degree Rotation
10.2	A boom rest for transport & safety shall be directly mounted to the sub frame, and shall include a travel storage locking system	Yes - Rear Hose Reel mounted
10.3	Boom shall not raise with debris body	Boom raises with Debris Body
10.4	The boom shall have an articulated function that provides a vertical range of motion of no less than 16' (40 degrees) upward and 4' (9 degrees) downward from its horizontal position	Yes
10.5	Boom shall be equipped with a heavy-duty channel reinforced elbow for added life	Not Required
10.6	The lift capacity at the boom end shall be 1,000 pounds minimum	Yes
10.7	A joy stick shall be permanently mounted to the operator control station for boom functions: up, down, left and right, in/out	Yes
10.8	The boom shall be remote controlled from a removable pendant station. A boom pendant capable of up to 20 functions shall be supplied with: up, down, in, out, right, left	Yes
10.9	The boom vacuum pipe shall be 8" and reach a minimum of 25' from centerline of unit. Hydraulic boom extension of 8' shall be true telescoping tube inside of tube design which will extend and retract without affecting the vertical position of the boom terminus. The boom structural support tubes shall be equipped with ultra-high molecular weight poly slides to reduce friction of the sliding portions of the assembly and not require lubrication	8" boom with 25' reach from centerline. Extendable Boom design
10.10	The travel storage position shall be at front right corner of truck bumper for driver visibility.	Rear Travel Storage Position
10.11	The boom hose shall be removable from the steel elbow without tools to provide unobstructed operator visibility. Removal of the boom hose or tube must be able to be completed from the ground level with out the use of ladders, lifts, steps or any other access assisting device	Yes - Not accessible from the ground level
10.12	A boom up light and alarm shall be provided in the cab for operator safety	Yes
11.0	<b>Front Control Center:</b>	
11.1	The operator control center shall be located at the front of unit.	Rear Control Center
11.2	The control center shall include a digital display including:	Yes
11.3	Tachometer	Yes
11.4	Engine oil pressure gauge	Not Available
11.5	Engine temperature gauge	Not Available
11.6	Fuel consumption gauge	Not Available
11.7	Fuel level gauge	Not Available
11.8	Sewer hose footage counter with 10 bank memory	Yes
11.9	Single two way ball valve for jetter hose on/off	Yes

11.10	Hose reel joystick control -pay in/pay out with speed control. Joystick shall be universal mounting type to allow individual operator selection of directional movement and comfort	Yes
11.11	Boom joystick control	Yes
11.12	Water pressure gauge	Yes
11.13	Emergency stop red knob	Yes
11.14	Vacuum relief control switch	Yes
11.15	Vacuum Supercharger valve control switch	Yes
11.16	Reel tilt control button	Not Required
11.17	Reel pivot brake control button	Not Required
11.18	Water pump variable flow control	Yes
11.19	Hot Shift Vacuum/Engine speed control dial with safety speed sensor to prevent damage during engagement.	Yes
11.20	In the event of failure by the chassis to provide power to the hydraulics, a 12 volt power-pack will provide emergency hydraulics to the body, boom and hose reel. All standard body, boom and hose reel control inputs will function when under the emergency hydraulics.	Yes
12.0	<b>Vacuum Tubes and Brackets:</b>	
12.1	6" O.D. aluminum tubes with male/female fittings supplied for ease of assembly	Yes
12.2	One (1) 7' section, one (1) 5' section and one (1) 3' section supplied	Yes
12.3	8" O.D. aluminum tubes with male/female fittings supplied for ease of assembly.	Yes
12.4	One (1) 8' section, three (3) 7' section, two (2) 5' sections and one (1) 3' section supplied.	Yes
12.5	One (1) gasket and over center clamp for each tube supplied. No tools required with clamps.	Yes
12.6	Four (4) tube storage rack, located on rear door with polymer tube holders	Yes
12.7	Two (2) 3-tube vertical storage racks to be mounted on passenger side	Beind The Cab Tube Storage (7 Tubes)
12.8	Fluidizing Suction Tube Nozzle 8" x 24"	Yes
12.9	Serrated Nozzle 6" diameter	Yes
12.10	Serrated Nozzle 8" diameter	Yes
12.11	Vacuum Tube 8" (F) x 6" (M) Reducer	Yes
13.0	<b>Toolboxes:</b>	
13.1	One (1) lockable diamond plate aluminum toolbox, 18"x18"x48" lower frame mounted, passenger side	48" X 24" X 24"
13.2	One (1) lockable diamond plate aluminum toolbox, 18"x18"x48" curbside mounted, passenger side	60" X 24" X 24"
14.0	<b>Nozzles:</b>	
14.1	1" NPT Chisel Nozzles - 80GPM @ 2000PSI	Yes
14.2	1" NPT Superior Penetrator Nozzles - 80GPM @ 2000PSI	Yes
14.3	1" NPT Grand Slam Nozzles - 80GPM @ 2000PSI	Yes
14.4	1" NPT Grenade Nozzles - 80GPM @ 2000PSI	Yes
14.5	1" NPT Radial Cleaning Nozzles - 80GPM @ 2000PSI	Yes
14.6	1" NPT Cleaning Nozzle 80gpm-2000PSI	Yes
14.7	1" NPT Grand slam 80GPM-2000 PSI	Yes
14.8	One (1) 1" nozzle extension supplied	Yes
14.9	One (1) 1" finned nozzle extension supplied	Yes
15.0	<b>Waste Water Recycling System:</b>	
15.1	System capable of 80 GPM @ 2500 PSI.	Not Available
15.2	Recycled water to go direct from debris body to high pressure water pump for jetting	Not Available
15.3	Systems that deposit recycled water into fresh water tanks or settling tanks prior to the high pressure water pump will not be accepted due to contamination of fresh water supply and high maintenance	Not Available
15.4	Valves in water system to prevent recycled water from entering the fresh water tanks. Fresh water tanks will remain clean and never need to be flushed or cleaned	Not Available
15.5	System shall automatically change over to fresh water when there is not enough water to recycle	Not Available
15.6	Minimum of (2) two 1" general cleaning nozzles exclusively designed to handle recycled water.	Not Available

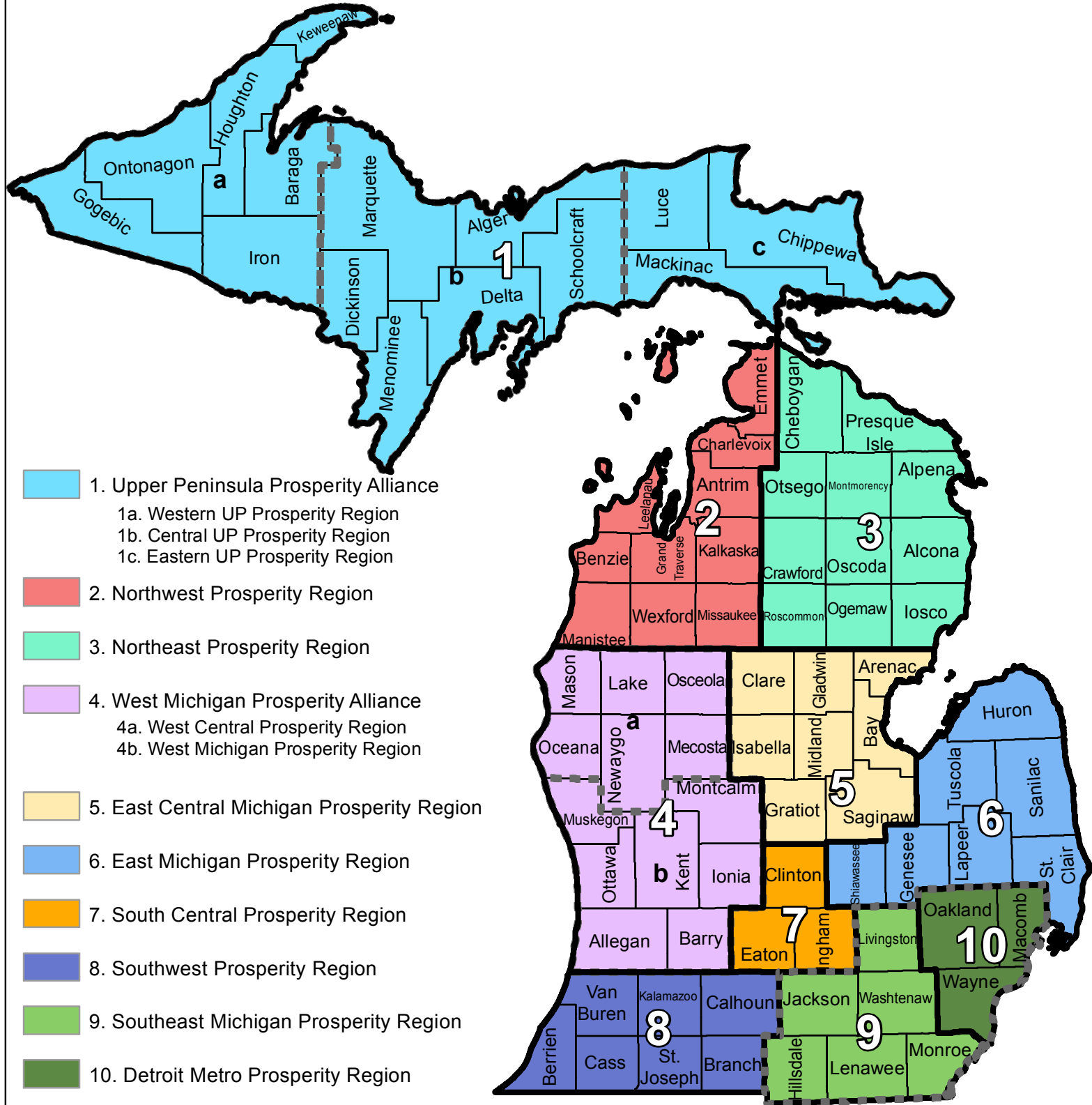
<b>16.0</b>	<b>Controls – Waste Water Recycling System:</b>	
<b>16.1</b>	Water saving system shall be fully automatic and when selected by the operator, shall be functional when-ever a sufficient water supply exists in the body. All controls shall be located at the front control panel HMI screen	<b>Not Available</b>
<b>16.2</b>	When the recycling system is in full operation, the control system shall monitor the flow of the filter via a flow sensor and differential pressure switch. The variance in pressure determines the clogged state of the filter and the reduction in flow. A range of pressure and flow will be pre-determined and programmed into the logic that determines various output events. If the flow sensor for the secondary filter determines this filter is too dirty to operate the control system will send a message to the HMI screen to initiate a high-pressure flush	<b>Not Available</b>
<b>16.3</b>	System shall include debris level indicator with LED readout at front control panel HMI screen. This system shall continuously monitor and display debris and liquid levels inside the debris tank. Debris level indicator shall be capable of working in vacuum pressures up to 28” Hg and in temperatures from -40 to +176 F.	<b>Not Available</b>
<b>16.4</b>	Color display screen at front control panel to include:	<b>Not Available</b>
<b>16.5</b>	Debris lever indicator, LED display	<b>Not Available</b>
<b>16.6</b>	Fresh water indicator, LED display	<b>Not Available</b>
<b>16.7</b>	Recycled water consumed meter	<b>Not Available</b>
<b>16.8</b>	Water saved meter	<b>Not Available</b>
<b>16.9</b>	Filter condition	<b>Not Available</b>
<b>16.10</b>	Key operational tips	<b>Not Available</b>
<b>17.0</b>	<b>6-Stage Filtration System:</b>	
<b>17.1</b>	First stage separation of water and debris takes place inside the debris body. All debris and affluent material enters the debris tank on the front side of the ejector plate where initial water and debris separation takes place	<b>Not Available</b>
<b>17.2</b>	Second stage, the ejector plate in the debris tank separates liquid from solids. The ejector plate has small clearances and passages to allow liquids to pass to the rear side of the ejector plate, holding solids on the front side.	<b>Not Available</b>
<b>17.3</b>	Third stage is the settling area behind the ejector plate where water accumulates for the recycling process	<b>Not Available</b>
<b>17.4</b>	Fourth stage consists of an oscillating self-cleaning filter screen inside the debris tank on the rear side of the ejector plate. The oscillation creates a counter flow and agitates the materials and liquids around it. This filter screen includes two self-cleaning spray bars. The first is a low-pressure spray bar utilizing recycled water that is constantly cleaning the outside of the screen. The second is an internal intermittent high-pressure spray bar that uses fresh water to internally clean the screen	<b>Not Available</b>
<b>17.5</b>	Fifth stage centrifugal separator located on the front tank head of debris body. Separator is designed to remove particles from the liquid via centrifugal action. System shall include an automatic continuous discharge of particles back into the debris body	<b>Not Available</b>
<b>17.6</b>	Sixth stage consists of a “Y” type cast iron strainer with a stainless steel filter element that filters the liquid prior to the high pressure water pump	<b>Not Available</b>
<b>17.7</b>	The externally mounted charge pump draws liquids out of the debris tank through the screen filter. This pump also pressurizes the water enough to force the water through the next filter and beyond. The flow rate of the charge pump meets the entire flow rate requirement for the jetting water pump, self-cleaning filters, y-strainer filter, and low-pressure spray bar assembly.	<b>Not Available</b>
<b>18.0</b>	<b>Wireless Remote Control:</b>	
<b>18.1</b>	A wireless remote control shall be provided in addition to the wired pendant control. The control shall be contained in a water proof / shock proof housing with a carrying case with belt and shoulder strap. The wireless remote control shall have the following functions:	<b>Yes</b>
<b>18.2</b>	Boom up/down, in /out, left/right	<b>Yes</b>
<b>18.3</b>	Engine throttle	<b>Yes</b>
<b>18.4</b>	Water flow and pressure	<b>Not Available</b>
<b>18.5</b>	Vacuum relief vent door	<b>Yes</b>
<b>18.6</b>	Emergency button that will automatically open vacuum relief vent door stop all hydraulic functions, kick out water pump and vacuum pump PTO's and bring engine to an idle.	<b>Yes</b>

18.7	A reset function to return the unit to normal operation after emergency button has been pushed. For safety purposes, this reset function will require constant pressure and will require a minimum of five seconds between activation of the reset and the return of the unit to normal operation	Not Applicable
18.8	The wireless remote shall control the sewer hose pay out / retrieve function of the hose reel	Yes
18.9	Rear Door Unlock, Raise, Dump or Eject, Lower and Lock	No
18.10	2x16 character backlit LCD panel display	Yes
18.11	Water pressure in PSI.	No
18.12	Payout footage in feet	No
18.13	Reel Speed in percentage	No
18.14	Fresh water level in percentage	Yes
18.15	Debris level in percentage	No
18.16	Engine RPM	No
18.17	Operating System Status	No
19.0	<b>Cartridge Filter:</b>	
19.1	The environment shall be protected by a washable HX cartridge filter capable of containing particles sized 10 microns or larger	Yes
19.2	HX Cartridge filter housing shall be constructed on ¼" steel 28" in diameter and 22" in depth	Yes
19.3	Filter housing shall have one single door hinged on the left for easy access. Door shall be secured by one single 12" "T" bolt	Yes - Single Wing Screw
19.4	Washable Filter element shall be 22" x 21" constructed of washable rigid polyester, unitized in a stainless-steel housing, 98% efficient @ 10 microns. Filter element shall have qty of 130-2" pleats with a total filter area of 120 sq. ft	Yes
20.0	<b>Vacuum Boost Valve:</b>	
20.1	Hydraulically operated vacuum boost valve shall be supplied. The valve shall close off the air flow through the boom, creating full rated vacuum inside the debris tank	Yes
20.2	When opened, a velocity of air shall rush through the boom and vacuum tubes	Yes
21.0	<b>Winter Recirculation:</b>	
21.1	A minimum 40 GPM flow system will be supplied to prevent freeze-up by pumping water through the system, including hose reel while driving to the jobsite	12 GPM electric
22.0	<b>Electric System and Lights:</b>	
22.1	Electric moisture resistant back-up alarm, 95 dba sound level shall be provided	Yes
22.2	All exterior lights on body will be LED type and conform with Motor Vehicle laws of the State of Michigan and include	Yes
22.3	Clearance	Yes
22.4	Stop	Yes
22.5	Tail	Yes
22.6	Turn	Yes
22.7	Back up	Yes
22.8	A flashing one-piece directional 8-LED light arrow stick (Signal Master or approved alternate) shall be mounted on rear door of debris body, with controls mounted within truck cab	Yes
22.9	Two (2) LED floodlights to be mounted on opposite sides of the boom elbow	Yes
22.10	Two (2) LED floodlights to be mounted on at the rear above the tailgate	Yes
22.11	Two (2) LED floodlights to be mounted mid-unit on opposite sides	Yes
22.12	Two (2) LED Strobe lights shall be mounted on each side of the top of the boom rest. Lights will be ENRBC003Q Soundoff or equivalent. Light pattern will be a quad fast flash amber, and a single slow green flash. Two (2) LED strobe lights will be a EMPS2001HP Soundoff or equivalent and will be mounted on rear light bar, Light pattern to match the overhead strobe lights. All lights will be wired to flash in synchronization and shall be wired through one switch battery hot.	Yes
23.0	<b>Miscellaneous:</b>	
23.1	Retractable hose reel with live center complete with 50' x ½" hose provided with quick disconnect	Yes
23.2	2½" x 25' fill hose with fittings for filling water tanks supplied, including storage bin	Yes
23.3	Minimum 3000 psi rated handgun shall be supplied	Yes
23.4	Two (2) "tiger tail" hose guide supplied complete with rope.	Yes

23.5	1/2" x 35' hose with quick disconnect ends	Yes
23.6	Cleaning Lance (For Handgun) w/ Adjustable Nozzle & Handle	Yes
23.7	Two (2) front tow hooks shall be provided	Yes
23.8	Two (2) rear tow hooks shall be provided	Yes
23.9	Mud flaps shall be anti-sail type, plain rubber, ¼ inch thick, with NO advertising on either side	Yes
23.10	Quarter fenders - front and back of rear wheels	Yes
23.11	Safety cone rack complete with 6 - 28' orange cones	Yes
23.12	Rear bumper	Yes
23.13	A transport height placard indicating the overall stowed height of the completed vehicle shall be mounted on the dash in clear view of the operator	Yes
23.14	Completed unit shall be tested and inspected before delivery to MDOT	Yes
23.15	One (1) first aid kit	Yes
23.16	One (1) reflective triangle set	Yes
23.17	One (1)- Fire extinguisher	Yes
23.18	Two sets of maintenance, operator and parts manuals	Yes
23.19	2 - Safety & training video	Yes
24.0	<b>Paint:</b>	
24.1	Urethane paint: unit to match chassis cab	Yes
24.2	Color : Freightliner L0789EB OMAHA ORANGE ELITE BC	Yes
<b>SEWER AND CATCH BASIN CLEANER UNIT</b>		
<b>Make Offered:</b>		Aquatech
<b>Model Offered:</b>		B10/1450

# SCHEDULE E

## State of Michigan Prosperity Regions



- 1. Upper Peninsula Prosperity Alliance
  - 1a. Western UP Prosperity Region
  - 1b. Central UP Prosperity Region
  - 1c. Eastern UP Prosperity Region
- 2. Northwest Prosperity Region
- 3. Northeast Prosperity Region
- 4. West Michigan Prosperity Alliance
  - 4a. West Central Prosperity Region
  - 4b. West Michigan Prosperity Region
- 5. East Central Michigan Prosperity Region
- 6. East Michigan Prosperity Region
- 7. South Central Prosperity Region
- 8. Southwest Prosperity Region
- 9. Southeast Michigan Prosperity Region
- 10. Detroit Metro Prosperity Region
- Service Delivery Regions

**Schedule F - Trailer Wiring  
Diagram**



**(Use Std J560 Connector)**

**All Non-Tractor/Trailer Non-ABS Truck-End (Viewed from Wire Side of Plug)**

