



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **25000000224**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Sunbelt Rentals, Inc.
	1799 Innovation Pt.
	Fort Mill South Carolina 29715
	Mike Fellows
	616-201-6601
	mike.fellows@sunbeltrentals.com
	CV0060143

STATE	Program Manager	Erin Reincke	MDOT
		517-855-1986	
		ReinckeE@michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
517-249-0455			
dufoury@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Rental of Maintenance & Repair 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
1/1/2025	1/16/2029	5 - 1 Year	1/16/2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #240000002925. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 9.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<u>\$1,000,000.00</u>

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name and Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Sunbelt Rentals (“**Contractor**”), a North Carolina Corporation. This Contract is effective on 1/1/2025 (“**Effective Date**”), and unless terminated, expires on January 16, 2029 (the “**Term**”).

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:
See Contract Administrator information shown below.	

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 nd Floor. Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Sunbelt Rentals Mike Fellows Region 6 Government Account Manager Mike.fellows@sunbeltrentals.com (616) 402-7950

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:
Erin Reincke reincke@michigan.gov (517) 284-6448	Sunbelt Rentals Mike Fellows Region 6 Government Account Manager Mike.fellows@sunbeltrentals.com (616) 402-7950

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.

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
Schedule A	Statement of Work
Attachment 1 to Schedule A	Dealer List
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	Specifications
Schedule E	Prosperity Regional Map
Schedule F	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.

Sunbelt Rentals

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 25000000224

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

SCOPE

This solicitation includes the following equipment categories for purchase, rent, and parts, maintenance & repair:

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:

Equipment - Purchase, Rent		
SPEC SECTION		
1	C03-2001CD-23 Dump Body	RENTAL ONLY
2	C03-2001SP-23 Snow Plow	RENTAL ONLY
3	C05-1601-23 Backhoe	RENTAL ONLY
4	C38-0101 CTL-23 Skid Steer Track Loader	
5	C38-0101-23 Skid Steer Loader	
6	C38-0101AWS-23 Skid Steer Loader	
7	C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity	
8	C54-0001-23 Concrete Saw	RENTAL ONLY
9	C67-008T-23 Trailer	RENTAL ONLY
10	C67-20T LP-23 Trailer	RENTAL ONLY
11	C70-0001-23 Welder-Generator	RENTAL ONLY
12	C60-2001-16 Sand-Salt Spreader	RENTAL ONLY
13	C05-1003-23 Zero Turn 60-72 in deck	RENTAL ONLY
14	C06-1001-23 Utility Vehicle 6x4	
15	C06-1002-23 Utility Vehicle 4 Wheel Drive	
16	C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity	RENTAL ONLY

17	38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity	RENTAL ONLY
18	05-00051.23 Crawler Dozer (30hp & up)	RENTAL ONLY
19	30-00LT23 Light Tower, Trailer Mounted Diesel Engine	RENTAL ONLY
20	38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity	

A. EQUIPMENT FOR PURCHASE (optional)

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.

2.2 Recall Requirements and Procedures

Describe any recall requirements and procedures.

Contractor is responsible for communicating all manufacturer 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. 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. PARTS, MAINTENANCE & REPAIR (Optional)

4.1 Parts

Quality of Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person. Aftermarket Repair parts must be equal to or exceed Contractor original equipment manufacturers (OEM) specifications. Repair parts must be packaged and distributed under their respective nationally known name brands. All rebuilt or remanufactured parts must meet the same requirements as listed above. Some repair parts may be required to be original equipment manufactured repair parts Contractor's dealer network must carry a complete line of OEM parts for all models of equipment they carry. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

4.2 Warranty/Buy Back

Contractors are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the Purchasing Entity. A copy of the Warranty shall be included for replacement parts purchased.

4.3 Maintenance/Repair Facilities

Repair Facilities that will perform the warranty work of items under this Contract shall be identified as the Supplier's dealer network. The manufacturer, whether contracted directly, or associated with the Distributer by certified letter, is responsible for ensuring that the facilities adhere to the contract requirements for warranty work performance.

D. GENERAL REQUIREMENTS

5.1 Incentives

Not applicable.

5.2 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.

6.1 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.

6.2 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.**

6.3 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.

7 Staffing

7.1 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.

7.2 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:

Mike Fellows

Sunbelt Rentals Inc.

Government Solutions

(616) 201-6601

Mike.Fellows@Sunbeltrentals.com

www.Sunbeltrentals.com

7.3 Non-Key Personnel

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

7.4 Organizational Chart

Sunbelt Rentals Organizational Chart for State of Michigan Contract

Contract Administration for State of Michigan Rentals and Service

Primary Contact for administrative questions Mike Fellows
Region 6 Government Account Manager Mike.fellows@sunbeltrentals.com
616-402-7950

Secondary Contact for administrative questions Jeff Martin
Regional Government Sales Manager Jeff.Martin@sunbeltrentals.com
703-357-8523

Program Administration

Primary Contact for equipment orders and service Brett Novotny
Market Sales Manager Brett.Novotny@sunbeltrentals.com **269-615-0552**

Secondary Contact for equipment orders and service Christian Diedrich
Market Sales Leader Christian.Diedrich@sunbeltrentals.com **248-863-6694**

Key Account Customer Service Team

1-888-SBR-4GOV
sbr4gov@sunbeltrentals.com

7.5 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.

(866) 909-0954

Customer Service available 24/7

7.6 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.

(866) 909-0954

Customer Service available 24/7

7.7 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).	
The legal business name, address, telephone number of the subcontractor(s).	NA
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	NA
The relationship of the subcontractor to the Contractor.	NA
Is the subcontractor a GDBE?	No
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	NA

Contractor must provide detailed information as requested in the above requirement(s).

A complete description of the Contract Activities that will be performed or provided by the subcontractor.	NA
Of the total bid, the price of the subcontractor’s work.	NA

Contractor must provide information based on the work performed by all subcontractors

Total percentage of work that will be performed by subcontractors:	NA
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	NA

7.8 Security

The Contractor will be subject the following security procedures:

Contractor certifies that their personnel will have successfully completed a background check compliant with the contractor’s policies and procedures and further certifies that such background check (i) was conducted by a reputable, commercially recognized background check or investigative agency (such as those associated with or certified by the Society of Human Resources Management (SHRM) and/ or American Society of Industrial Security) in compliance with all applicable laws.

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.

8 Pricing

8.1 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.

8.2 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.

9 Ordering

9.1 Authorizing Document

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

9.2 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.

10 Acceptance

10.1 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.

10.2 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.

11 Invoice and Payment

11.1 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.

11.2 Payment Methods

The State will make payment for Contract Activities by EFT.

12 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.

13 Additional Requirements

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

14 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	
Definition and Purpose	<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>
Acceptable Standard	<ol style="list-style-type: none"> 1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.4 Delivery. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to purchasing agency at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <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>



SUNBELT RENTALS - MICHIGAN BRANCHES

Store	Branch Manager	Phone	Address	City	State	Zip
NOVI	JIM ST JULIAN	(248) 348-7270	48595 GRAND RIVER AVE	NOVI	MI	48374 1245
STERLING HEIGHTS	LOGAN M. KERR	(586) 698-9515	36000 MOUND RD	STERLING HEIGHTS	MI	48310 4733
ANN ARBOR MI	DEREK M. NICHOLS	(734) 971-8330	4051 CARPENTER RD	YPSILANTI	MI	48197 9607
DETROIT MI CC COMMERCIAL	ERIC J. THOMAS	(313) 778-7455	5881 COMMERCE DR	WESTLAND	MI	48185 7689
LANSING	HEATH COLLEY	(517) 487-3055	14485 S US HIGHWAY 27	DEWITT	MI	48820 8305
GRAND RAPIDS	MARV HILLS	(616) 803-7770	5135 68TH ST SE	CALEDONIA	MI	49316 9516
KALAMAZOO MI	SCOTT L. PHELPS	(269) 385-7368	3500 GULL RD	KALAMAZOO	MI	49048 7319
DETROIT POWER & HVAC	JAMES LINDSAY	(586) 884-9270	47515 RYAN RD	SHELBY TOWNSHIP	MI	48317 2871
DETROIT FLOORING SOLUTIONS	JASON CHILDRESS	(313) 202-5771	45700 12 MILE RD	NOVI	MI	48377 2463
GRAND RAPIDS MI CC	THOMAS A. DEJONG	(616) 649-4922	6155 EAST PARIS AVE STE 500	CALEDONIA	MI	49316
TAYLOR MI	JORDAN KLEIN	(313) 291-3333	6677 TELEGRAPH RD	TAYLOR	MI	48180 1758
OAK PARK MI	LOGAN KERR	(248) 546-5656	12992 W 8 MILE RD STE R	OAK PARK	MI	48237 3214
DETROIT MI CC CONSTRUCTION	RANDALL EVERS	(586) 204-2804	31253 UTICA RD	FRASER	MI	48026 3938

JENISON MI	JON LEVERING	(616) 797-7044	2380 PORT SHELDON CT	JENISON	MI	49428 8188
MIDLAND MI	MANDY GRIFKA	(989) 898-6070	3137 S SAGINAW RD	MIDLAND	MI	48640 5615
WEST GRAND RAPIDS MI	ANDREW GRIFFIN	(616) 389-6589	5433 ALPINE AVE NW	COMSTOCK PARK	MI	49321 8381
DETROIT MI	STANLEY RACINSKI	(313) 202-5767	3411 W FORT ST	DETROIT	MI	48216 2032
GRAND RAPIDS FLOORING SOLUTION	WES SMEETS	(616) 228-6356	3800 36TH ST SE STE 103	GRAND RAPIDS	MI	49512 2914
NORTH DETROIT COMMERCIAL	MATTHEW DIEDERICHS	(248) 646-0550	2333 COLE ST	BIRMINGHAM	MI	48009 7031
FORT GRATIOT	RICHARD WEST	(810) 385-6000	4600 24TH AVE	FORT GRATIOT	MI	48059 3402
ESCANABA MI	THOMAS WAGNER	(906) 789-2675	2100 N LINCOLN RD	ESCANABA	MI	49829 9487

Sunbelt Rentals

SCHEDULE C - INSURANCE REQUIREMENTS

Request For Proposal No. 24000002925

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 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
Commercial General Liability Insurance	
<p>Minimum Limits:</p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Personal & 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>
Umbrella or Excess Liability Insurance	
<p>Minimum Limits:</p> <p>\$5,000,000 General Aggregate</p>	<p>Contractor must have their policy follow form.</p>
Automobile Liability Insurance	
<p>Minimum Limits:</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
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Garagekeepers Liability Insurance	
<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. 25000000224

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

SCHEDULE D - SPECIFICATIONS

Equipment - Purchase, Rent, and/or Lease		(Bidder must)		
SPEC SECTION	PAGE	BID	NO BID	
1 C03-2001CD-23 Dump Body	1	X		
2 C03-2001SP-23 Snow Plow	4	X		
3 C05-1601-23 Backhoe	5	X		RENTAL ONLY
4 C38-0101 CTL-23 Skid Steer Track Loader	7	X		RENTAL ONLY
5 C38-0101-23 Skid Steer Loader	8	X		RENTAL ONLY
6 C38-0101AWS-23 Skid Steer Loader	9		X	
7 C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity	10	X		RENTAL ONLY
8 C54-0001-23 Concrete Saw	11		X	
9 C67-008T-23 Trailer	12		X	
10 C67-20T LP-23 Trailer	13		X	
11 C70-0001-23 Welder-Generator	13	X		RENTAL ONLY
12 C60-2001-16 Sand-Salt Spreader	14		X	
13 C05-1003-23 Zero Turn 60-72 in deck	15	X		RENTAL ONLY
14 C06-1001-23 Utility Vehicle 6x4	16		X	
15 C06-1002-23 Utility Vehicle 4 Wheel Drive	16	X		RENTAL ONLY
16 C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity	17	X		RENTAL ONLY
17 38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity	19	X		RENTAL ONLY
18 05-00051.23 Crawler Dozer (30hp & up)	22	X		RENTAL ONLY
19 30-00LT23 Light Tower, Trailer Mounted Diesel Engine	29	X		RENTAL ONLY
20 38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity	30	X		RENTAL ONLY

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).

3. - Specification # C05-1601.23		Bidder Response (Indicate acceptance and/or provide alternate)
TRACTOR/LOADER/BACKHOE, 4WD WITH EXTENDABLE REACH		
TRACTOR		
1.1	Engine shall be heavy duty diesel, rated at 92SAE horse power minimum	OK
1.2	Engine shall have individually replaceable, wet sleeve cylinder liners	OK
1.3	Unit shall have tilt hood for easy engine access	OK
1.4	Engine lubrication shall be pressurized	OK
1.5	Engine oil filter shall be spin on, full flow type	OK
1.6	Air cleaner shall be dry type with safety element and centrifugal pre-cleaner	OK
1.7	Anti-freeze protection shall be to -34°	OK
1.8	Foot and hand throttle controls shall be provided	OK
1.9	Key start switch shall be provided	OK
1.10	Muffler with vertical exhaust and rain cap or curved top exhaust pipe	OK
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	OK
1.12	Transmission disconnect switch shall be provided on loader control	OK
1.13	Mechanical front wheel drive shall be provided	OK
1.14	Both front and rear axles shall have either limited slip, torque proportioning differential, or a differential locking system	OK
1.15	Front axle oscillation shall be 16° minimum with a remote grease bank	OK

1.16	Rear axle shall be fixed	OK
1.17	Steering shall be power, hydrostatic type	OK
1.18	Service brakes shall be hydraulic actuated, foot operated, self-adjusting	OK
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	OK
1.20	Hydraulic system shall:	OK
	a. Be open or closed center type	OK
	b. Full flow filter with replacement element on return line	OK
	c. Mesh screen on suction side	OK
	d. Provide high flow hydraulic power to backhoe for attachments such as post driver, pavement breaker, etc.	OK
	e. High flow kit must be complete with all lines, hoses, couplers, and valves	OK
	f. Run 1 or 2 function tools	OK
1.21	Tires shall be tubeless with chloride valves, air filled at delivery	OK
1.22	Front tires shall be 14L x 17.5 (10 PR) traction type	OK
1.23	Rear tires shall be 21L x 24 (10 PR) R4 minimum	OK
1.24	Electrical system shall be 12volt with 95amp minimum output alternator	OK
1.25	Dual Batteries with 1,900 combined CCA with disconnect switch	OK
1.26	Unit shall be pre-wired with a fused 10 gauge wire in cab for two way radio hookup	OK
1.27	Vandal protection shall include radiator, engine, fuel tank, and hydraulic reservoir	OK
1.28	Lights shall include:	OK
	a. Halogen driving and working lights	OK
	b. Tail lights	OK
	c. Front and rear turn signals	OK
	d. Rear brake lights	OK
	e. 2 side docking work lights mounted to the side of the roof	OK
	f. Unit shall be pre-wired with a switch for a roof mounted beacon light	OK
1.29	Rear fenders shall be provided	OK
1.30	Steps and hand holds shall be provided for each side	OK
1.31	Electric, moisture resistant back-up alarm, 95dba sound level shall be provided	OK
1.32	A horn shall be provided	OK
1.33	A grill guard shall be provided	OK
1.34	A block heater shall be provided	OK
1.35	A toolbox shall be provided	OK
1.36	Fuel capacity shall be 36 gallons minimum	OK
1.37	1,350 pound front counter weight shall be provided	OK
1.38	Provide indicators, gauges, or lights for the following:	OK
	a. Alternator charge	OK
	b. Engine coolant temperature	OK
	c. Engine oil pressure	OK
	d. Torque converter temperature	OK
	e. Transmission filter restriction	OK
	f. Hydraulic system restriction	OK
	g. Hour meter	OK
	h. Parking brake	OK
	i. Fuel level	OK
	j. Tachometer	OK
	k. Brake oil level	OK
	l. Air cleaner restriction	OK
1.39	Paint shall be manufacturer's standard construction yellow	OK
1.40	Cab shall be safety type, all steel shell, fully enclosed, weatherproof, with safety glass in windshield, all doors and windows	OK
1.41	Cab shall incorporate a roll over protection system (ROPS)	OK
1.42	Cab shall have glove compartment	OK
1.43	Cab shall have	OK
	a. Hot water heater	OK
	b. Outside mirrors	OK

	c. Wipers front and rear	OK
	d. Front windshield washer	OK
	e. Front and rear defroster ducts	OK
	f. Air suspension swivel deluxe cloth seat with arm rests	OK
	g. Seat belt and retractor	OK
	h. Opening rear window	OK
1.44	Cab shall have inside mounted curved rearview mirror	OK
1.45	Cab shall have floor mat	OK
1.46	Cab height from ground shall be 9 feet 3 inches maximum	OK
1.47	Factory installed air conditioning shall be provided	OK
1.48	Cab shall have AM-FM radio with weather band	OK
LOADER		OK
2.1	Loader shall be single lever control, hydraulic self-leveling with automatic return to dig	OK
2.2	Bucket shall be general purpose, 1 ½ cu/yd minimum SAE heaped with reversible bolt on cutting edge	OK
2.3	Lifting	OK
2.4	Hinge pin height shall be 11 feet fully raised minimum	OK
2.5	Breakout force with long lip bucket shall be 10,210 pounds minimum	OK
2.6	Dump reach shall be 35.5 inch minimum at full raise and 45° dump	OK
2.7	Cutting edge width shall be 92 inches minimum	OK
BACKHOE		OK
3.1	Backhoe shall be extendable reach type with ¼ yard Wain-Roy, Inc. quick tilt coupler system	OK
3.2	Backhoe shall have a 48 inch ditching bucket	OK
3.3	Extendable backhoe transport lock shall be provided	OK
3.4	Extendable dipper stick shall be outer box design	OK
3.5	The following requirements are measured with a 24 inch standard trenching bucket:	OK
	a. Digging depth with extension shall be 20 foot minimum	OK
	b. Extended reach from swing pivot shall be 23 foot minimum	OK
	c. Truck loading height with extension retracted shall be 12 foot, 6 inch minimum	OK
	d. Digging force, bucket cylinder shall be 14,800 pounds minimum	OK
	e. Transport height with extension retracted shall be 12 foot, 10 inch maximum	OK
	f. Transportation length with extension retracted shall be 23 foot, 11 inch maximum	OK
3.6	Backhoe controls shall be pilot controls with pattern selection switch in cab	OK
3.7	Stabilizers shall have lockout and two position pads	OK
3.8	Stabilizers shall have cylinder guards	OK
TRACTOR/LOADER/BACKHOE, 4WD WITH EXTENDABLE REACH		
Make Offered:		John Deere
Model Offered:		310

4. - Spec. No. C 38-0101CTL-23		Bidder Response (Indicate acceptance and/or provide alternate)
LOADER – SKID STEER-COMPACT TRACK LOADER		
1.1	Engine: Diesel, 107 HP Tier 4 Diesel. (The acceptable engine HP for the size of this unit shall be approximately 100hp (+/-))	OK
1.2	Cooling: Liquid	OK
1.3	Transmission: 2-Speed.	OK
1.4	Air Cleaner: Dry type, replaceable element, with pre-cleaner.	OK
1.5	Oil Filter: Full-flow, replaceable element.	OK
1.6	Electrical System: 12 volt, manufacturer's standard size battery and alternator.	OK
1.7	Steering and Drive: Hydraulic servo-actuated with steering, braking, forward and reverse controlled by operation of hand lever or levers.	OK
1.8	Cab Enclosure with heat and AC	OK
1.9	Bucket: Dirt type, 84" width.	OK
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.	OK
1.11	Operating characteristics:	OK

	a. Rated operating capacity: 3,325 lbs. min.	OK
	b. Tipping load, SAE rated: 9300 lbs. min.	OK
	c. Min. Height to Raised Bucket Pin: 132"	OK
	d. Dump Height: 94" min.	OK
	e. Travel Speed: 8.4 mph. approx.	OK
1.12	Wheelbase: Approximately 48".	OK
1.13	Overall Length with Bucket: 151" approx.	OK
1.14	Operating Weight: 12,925 lbs. approx. with bucket, without operator.	OK
1.15	Tracks: Rubber 17 inches.	OK
1.16	Backup alarm	OK
1.17	Foot and hand throttle	OK
1.18	ROPS with enclosed cab.	OK
1.19	Hour meter	OK
1.20	Fuel gauge	OK
1.21	Locking fuel and hydraulic oil reservoir caps	OK
1.22	Horn	OK
1.23	Cold start kit and block heater	OK
1.24	Adjustable seat with suspension	OK
1.25	Seat belt	OK
1.26	Parking brake	OK
1.27	Front working lights (2)	OK
1.28	Rear working lights (2)	OK
1.29	Beacon light	OK
1.30	Lift arm stops	OK
1.31	ROPS mounted warning light monitoring system for:	OK
	a. Audible alarm for low engine oil pressure,	OK
	b. Transmission temperature,	OK
	c. Water temperature,	OK
	d. Alternator, battery voltage	OK
	e. Seat belt reminder	OK
LOADER – SKID STEER-COMPACT TRACK LOADER		
Make Offered:		Gehl
Model Offered:		VT320

5. - Spec. No. C 38-0101-23		Bidder Response (Indicate acceptance and/or provide alternate)
SKID STEER LOADER		
1.1	Engine: Diesel, 54 HP SAE net	OK
1.2	Cooling: Liquid	OK
1.3	Transmission: Hydrostatic with chain drive to all wheels.	OK
1.4	Air Cleaner: Dry type, replaceable element, with pre-cleaner.	OK
1.5	Oil Filter: Full-flow, replaceable element.	OK
1.6	Electrical System: 12 volt, manufacturer's standard size battery and alternator	OK
1.7	Steering and Drive: Hydraulic servo-actuated with steering, braking, forward and reverse controlled by operation of hand lever or levers.	OK
1.8	Bucket: Dirt type, 11.5 min. cubic feet capacity, SAE rated heaped, 70" max. width	OK
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.	OK
1.10	Operating characteristics:	OK
1.11	a. Rated operating capacity: 1700 lbs. min.	OK
	b. Tipping load, SAE rated: 3400 lbs. min.	OK
	c. Min. Height to Raised Bucket Pin: 116"	OK
	d. Dump Height: 81" min.	OK
	e. Travel Speed: 6.0 mph. approx.	OK
1.12	Wheelbase: Approximately 40".	OK
1.13	Overall Length with Bucket: 144" approx.	OK
1.14	Operating Weight: 6,500 lbs. max. with bucket, without operator.	OK

1.15	Tires: Pneumatic, 12.00 x 16.5, 6 ply.	OK
1.16	Backup alarm	OK
1.17	Foot and hand throttle	OK
1.18	ROPS with overhead guard and integral screened sides.	OK
1.19	Hour meter	OK
1.20	Fuel gauge	OK
1.21	Locking fuel and hydraulic oil reservoir caps	OK
1.22	Horn	OK
1.23	Cold start kit and block heater	OK
1.24	Adjustable seat	OK
1.25	Seat belt	OK
1.26	Parking brake	OK
1.27	Front working lights (2)	OK
1.28	Rear working lights (2)	OK
1.29	Beacon light	OK
1.30	Lift arm stops	OK
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.	OK
SKID STEER LOADER		
Make Offered:		Bobcat
Model Offered:		S510

7. - SPEC NO. C38-0501LP-23		Bidder Response (Indicate acceptance and/or provide alternate)
FORKLIFT, PROPANE FUELED, 6,000 POUND CAPACITY		
1.1	Engine shall be:	OK
	a. propane fueled	OK
	b. 4 cylinder	OK
	c. 60hp minimum	OK
	d. water cooled	OK
1.2	Forklifts shall have:	OK
	a. Headlights	OK
	b. Turn signals, front and rear	OK
	c. Back up alarm of 95dba minimum	OK
	d. Keyed ignition switch	OK
	e. Hour meter to operate only when engine is running	OK
	f. Horn	OK
	g. Fuel gauge	OK
	h. Coolant temperature gauge	OK
	i. Low oil pressure warning light	OK
	j. Battery charge indicator light	OK
	k. Tail lights	OK
	l. Back up lights	OK
	m. Transmission temperature gauge	OK
	n. Anti restart ignition	OK
	o. Strobe lights	OK
	p. Rear work lighting package	OK
1.3	Travel speed shall be within the range of 9 to 11 mph depending on the load	OK
1.4	Lift speed shall range from 114 to 120 fpm minimum	OK
1.5	Forklift weight shall be 9,000 pound minimum	OK
1.6	Rated load capacity at 24 inch load center shall be 6,000 pound minimum	OK
1.7	Mast height lowered shall be approximately 86 inches	OK
1.8	High load backrest shall be 48 inches high minimum	OK
1.9	Mast shall be three (3) stage, wide view, full type	OK
1.10	Maximum mast height at rated load shall be 183 inches minimum	OK
1.11	Mast shall have a free lift of 5.5 inches	OK

1.12	Mast tilting angles shall be a minimum 6° forward and 10° rearward	OK
1.13	Side-shift attachment with 4 inch travel in each direction and a total of 8 inches travel minimum shall be provided	OK
1.14	Minimum outside turning radius shall be approximately 94 inches	OK
1.15	Forks shall be a minimum:	OK
	a. 48 inches long	OK
	b. 4.9 inches wide	OK
	c. 1-¾ inches thick	OK
	d. adjustable ,full width of carriage	OK
1.16	Tires shall be pneumatic type sizes:	OK
	a. drive –DUAL, 750X16	OK
	b. steer – 6.5 x 10-12PR	OK
1.17	Fenders: Extended to cover dual drive tires	OK
1.18	Carriage: 57 inches wide	OK
1.19	Ground clearance shall be 7 inch minimum	OK
1.20	Wheelbase shall be 67 inches maximum	OK
1.21	Service brakes shall be foot operated hydraulic type	OK
1.22	Parking brakes shall be hand operated	OK
1.23	Vendor shall supply two (2) L.P. fuel tanks to fit tank rack, one tank shipped loose, both tanks to be full on delivery	OK
1.24	Overhead guard height shall be approximately 86 inches	OK
1.25	Operator's seat shall be padded vinyl with seat belt	OK
1.26	Operator's compartment shall be full-floating hydraulic suspension type	OK
1.27	Draw bar pin shall be furnished	OK
1.28	Draw bar pull weight shall be 4,600 pound minimum	OK
1.29	Forklift shall have a hydraulic oil cooler	OK
1.30	Forklift shall have fully hydrostatic power steering	OK
1.31	Steering column shall be tilting	OK
1.32	Forklift shall have load check valve	OK
1.33	Forklifts shall be painted manufacturers standard color	OK
1.34	Transmission shall:	OK
	a. be "power shift" type	OK
	b. have an in-line 125 mesh and 35 micron oil filters and aan oil cooler	OK
	c. have an inching pedal	OK
FORKLIFT, PROPANE FUELED, 6,000 POUND CAPACITY		
Make Offered:		Mitsubishi
Model Offered:		FG30N

11. - SPEC. NO. C70-0001-23		Bidder Response (Indicate acceptance and/or provide alternate)
WELDER/GENERATOR, SKID MOUNT, 350 AMP, DIESEL ENGINE		
1.1	Unit shall have 2 generator system, 4-Pole, 3-phase Generator for welding arc and separate 12,000 watt Power generator	OK
1.2	Skid Mounted with Lift eye	OK
1.3	DC Stick capacity, 20-400A	OK
1.4	DC TIG capacity, 20-400A	OK
1.5	MIG/FCAW capacity, 14-40 V	OK
1.6	Generator output, Peek 12,000 W	OK
1.7	Single phase generating peak output 12,000 W	OK
1.8	Generator output, Continuous 10,000 W	OK
1.9	Engine, Diesel 24 HP at 1,800 RPM	OK
1.10	Fuel tank Capacity, 11.5 gallons	OK
1.11	Cold Weather Starting Aids:	OK
	a. Engine Block Heater	OK
	b. Glow Plugs	OK
1.12	Engine idle speed 1500 RPM	OK
1.13	Engine shutdown system for high coolant temp, Low oil pressure, low fuel	OK

1.14	Overall height, 32 inches	OK
1.15	Overall width, 26 inches	OK
1.16	Overall length, 56 inches	OK
1.17	Approximate weight, 1,100 lbs.	OK
WELDER/GENERATOR, SKID MOUNT, 350 AMP, DIESEL ENGINE		
Make Offered:		Miller
Model Offer:		Big Blue 400 Pro

13. - Specification # C05-1003.23		Bidder Response (Indicate acceptance and/or provide alternate)
TRACTOR/ZERO TURN LAWN MOWER		
1.1	Engine shall be gasoline, rated at 31 SAE horse power minimum	OK
1.2	Engine shall have overhead valves	OK
1.3	V twin	OK
1.4	Engine lubrication shall be pressurized	OK
1.5	Engine oil filter shall be spin on, full flow type	OK
1.6	Air cooled engine	OK
1.7	Engine shall have mechanical governor	OK
1.8	Air cleaner shall be heavy - duty canister type with safety element and pre-cleaner	OK
1.9	Choke speed controls, separate levers	OK
1.10	Fuel capacity shall be 11.5 gallons minimum	OK
	Fuel tank shall be equipped with a switch/ shut-off valve	OK
1.11	Key start switch shall be provided	OK
1.12	Electrical system shall be 12 volt	OK
1.13	Battery 12 v 300 CCA	OK
1.14	Charging System, Flywheel alternator, regulated, 20 amp	OK
1.15	Operator presence starting system Brake -N - Go	OK
1.16	Provide indicators, gauges, or lights for the following:	OK
	a. Engine hour meter	OK
	b. Engine oil pressure	OK
1.17	Hydraulic pumps, heavy - duty integrated piston pump	OK
1.18	Wheel motor, heavy duty integrated piston wheel motors	OK
1.19	Forward speed 0 - 10 mph	OK
1.20	Reverse Speed 0 - 4.5 mph	OK
1.21	Speed and direction control - twin levers	OK
1.22	Oil filter internal, replaceable	OK
1.23	Dynamic braking, twin levers	OK
1.24	Park brake, internal wet disk integrated in the transmission	OK
1.21	Park brake actuation, hand brake	OK
1.22	Drive tires 24x12-12, 4 ply	OK
1.23	PTO type, electro-magnetic 225 lb-ft	OK
1.24	PTO drive, V-belt	OK
1.25	Mower decks, 60, 72 in.	OK
1.26	Deck construction, one-piece stamped steel w/ reinforcements	OK
1.27	Deck thickness 7 gauge, 0.179 in.	OK
1.28	Mower deck side discharge	OK
1.29	Mower cut height, 1.0 - 5.5 in.	OK
1.30	Cut height increments 0.25 in.	OK
1.31	Caster wheel type, semi-pneumatic front tires	OK
1.32	Caster wheel size 13x6.5-6	OK
1.29	Front anti-scalp rollers, right hand, center, left hand	OK
1.30	Equipped with Roll over protection system(ROPS)	OK
1.31	Equipped with deluxe seat	OK
1.32	Paint shall be manufacturer's standard color	OK
1.33	Safety meets ANSI standard	OK
1.34	Meets Outdoor Power Equipment Institute (OPEI) standard	OK
1.35	Warranty 3 year / 1200 hour bumper to bumper	OK

1.36	2 - Parts manual	OK
1.37	2 - Service manual	OK
1.38	2 - Safety & training video	OK
TRACTOR/ZERO TURN LAWN MOWER		
Make Offered: Exmark		Exmark
Model Offered: LZX993EBV606X1		LZX993EBV606X1

15. - Specification # C06-1002.23		Bidder Response (Indicate acceptance and/or provide alternate)
4x4 UTILITY VEHICLE		
1.1	Engine shall be 4 cycle gasoline, rated at 15.7 SAE horse power minimum	OK
1.2	Engine lubrication shall be pressurized	OK
1.3	Engine oil filter shall be spin on, full flow type	OK
1.4	Liquid cooled engine	OK
1.5	Engine shall have mechanical governor	OK
1.6	Air cleaner shall be dry type, replaceable with foam pre cleaner	OK
1.7	Choke speed controls, separate levers	OK
1.8	Fuel capacity shall be 5.3 gallons minimum	OK
1.9	Key start switch shall be provided	OK
1.10	Electrical system shall be 12volt	OK
1.11	Batteries 12 v 340 CCA	OK
1.12	Charging System, Flywheel alternator, regulated, 20 amp	OK
1.13	Provide indicators, gauges, or lights for the following:	OK
	a. Engine hour meter	OK
	b. Engine oil pressure	OK
	c. Fuel level	OK
1.14	Steering shall be manual two wheel steer	OK
1.15	Front suspension independent McPherson Strut	OK
1.16	Rear suspension coil over shock	OK
1.17	Transmission, continuously variable transmission (CVT)	OK
1.18	Final drive, two speed oil bath	OK
1.19	Forward speed 0 - 25 mph	OK
1.20	Reverse Speed 0 - 12 mph	OK
1.21	Brakes shall be disk	OK
1.22	Parking brake, disk	OK
1.21	Front tires two 24x9.5-10	OK
1.22	Rear tires two 24 x 10.5-10	OK
1.23	Bucket Seats	OK
1.24	Cup holders, Glovebox	OK
1.25	Paint shall be manufacturer's standard color	OK
1.26	Safety meets ANSI standard	OK
1.27	Meets Outdoor Power Equipment Institute (OPEI) standard	OK
1.29	Warranty 1 year / 1000 hour bumper to bumper	OK
1.30	2 - Parts manual	OK
1.31	2 - Service manual	OK
1.32	2 - Safety & training video	OK
4x4 UTILITY VEHICLE		
Make Offered:		Kawasaki
Model Offered:		4010 or Equivalent

16. - Spec. No. C62-0101RB-23		Bidder Response (Indicate acceptance and/or provide alternate)
LOADER – 4 WHEEL DRIVE, ARTICULATED, 2.25 CUBIC YARD MINIMUM CAPACITY		
1.1	Loaders shall be painted manufacturer's standard color	OK

1.2	Shall have vandal protection for radiator, engine, fuel tank, and hydraulic reservoir. Lockable access shall be part of this protection system.	OK
1.3	Wheel base shall be 114 inches minimum	OK
1.4	Height over R.O.P.S. shall be 10 foot 8 inches MAXIMUM NO EXCEPTIONS	OK
1.5	Shall have bucket position indicator	OK
1.6	Shall have fenders both front and rear	OK
1.7	Shall have a horn	OK
1.8	Shall have operators access steps with safety handrails	OK
1.9	Shall have a toolbox	OK
1.1	Shall have frame articulation of 80° with center pivot	OK
1.11	Shall have an approximate turning radius of 19 feet 10 inches maximum	OK
1.12	Shall have ride control for bucket	OK
2.0 ENGINE		OK
2.1	Shall be water cooled, turbocharged, diesel, air to air after cooled	OK
2.2	Horse Power rating shall be 130 @ 2000 rpm minimum	OK
2.3	Air cleaner shall be two stage dry type with restriction indicator	OK
2.4	Cold weather starting aid shall be electric intake manifold pre-heater and 120v block heater	OK
2.5	Shall have antifreeze protection to -34° F	OK
3.0 TRANSMISSION		OK
3.1	Shall have four (4) forward speeds	OK
3.2	Shall have four (4) reverse speeds	OK
3.3	Top speed shall be 23mph minimum	OK
3.4	Shall be hydrostatic with one (1) pump and two (2) motors and variable first speed	OK
3.5	Shall have a transmission cooler	OK
4.0 DRIVELINE		OK
4.1	Differentials shall be torque proportioning type	OK
4.2	Final drive shall be planetary type	OK
4.3	Rear axle shall be a semi-floating type with a total minimum oscillation of 30°	OK
5.0 ELECTRICAL		OK
5.1	Shall be 12 or 24 volt	OK
5.2	Alternator shall be 60 amp minimum	OK
5.3	Back up alarm of 95dba minimum	OK
5.4	Shall have front and rear windshield wipers and washers,	OK
5.5	front wipers shall be intermittent type	OK
5.6	Cab interior light	OK
5.7	Shall have two (2) front halogen high/low beam cab mounted headlights with indicator	OK
5.8	Shall have two (2) front halogen work lights	OK
5.9	Shall have two (2) rear halogen works lights	OK
5.10	Shall have two (2) rear combination stop/tail lights	OK
5.11	Shall have two (2) rear backup lights	OK
5.12	Shall have two (2) front and two (2) rear turn signals with hazard flashers	OK
5.13	Shall have instrument panel light	OK
5.14	Shall have 12 volt power supply for accessories in cab	OK
5.15	Gauges shall include:	OK
	a. speedometer	OK
	b. tachometer	OK
	c. engine coolant temperature	OK
	d. fuel level	OK
	e. transmission oil temperature	OK
	f. hour meter – to operate only when engine is running	OK
6.0 BRAKES		OK
6.1	Service brakes shall be hydraulic power boosted, sealed wet disc, foot operated to all four (4) wheels	OK
6.2	Parking brake shall be manufacturer's standard and neutralize the transmission when applied	OK
7.0 OPERATOR'S COMPARTMENT		OK
7.1	Shall be all steel, fully enclosed, and weatherproof	OK
7.2	Shall incorporate a Roll Over Protection System (R.O.P.S.)	OK

7.3	Shall meet all OSHA and MIOSHA standards	OK
7.4	Shall have tinted, full vision safety glass in windshield, all doors and windows	OK
7.5	Shall have an adjustable, deluxe cloth, suspension type seat with arm rests and seat belt with retractor	OK
7.6	Shall have hot water heater, defroster fans (front and rear)	OK
7.7	One (1) inside rearview mirror rearview mirrors	OK
7.8	Two (2) outside mounted West Coast type	OK
7.9	Shall have a sun visor	OK
7.10	Factory installed air conditioning	OK
7.11	Shall have a 12 volt power outlet for accessories	OK
8.0 TIRES		OK
8.1	Shall be tubeless, 20.5 x 25 12 PR with L3 tread	OK
8.2	Shall have construction equipment type rims with valves for filling with chloride solution	OK
9.0 OPERATING WEIGHT		OK
9.1	Shall be 25,000 pounds minimum with standard equipment, excluding optional ballast or chloride filled tires	OK
10.0 BUCKET		OK
10.1	Shall be all-purpose 2.25 cubic yard minimum	OK
10.2	Shall have a bolt on cutting edge	OK
10.3	Width shall be equal to or in excess of the outside width of the tires	OK
10.4	Lifting, lowering, dumping, and tilting of the bucket shall be actuated by power hydraulic means	OK
10.5	Bucket action shall be provided for tilting the bucket independently of the lifting arm action with automatic return to dig	OK
11.0 TIPPING LOADS		OK
11.1	The operating and tipping loads required below shall take into account the additional weight of the front mounted attachment coupler	OK
11.2	Operating load shall be 7,000 pounds minimum	OK
11.3	Tipping load straight shall be 17,000 pounds minimum	OK
11.4	Tipping load in full turn shall be 14,000 pounds minimum	OK
11.5	Breakout force shall be 29,000 pounds minimum	OK
11.6	Dumping clearance (cutting edge) at maximum height and 45° dump angle shall be 10 feet minimum	OK
12.0 QUICK ATTACH COUPLER SYSTEM		OK
12.1	Coupler system shall consist of one (1) male and two (2) female adaptors as well as the necessary hydraulics and controls	OK
12.2	Male adaptor shall be pinned to the loader arm linkage in place of the bucket	OK
12.3	Female adaptors shall be compatible with the male adaptor and shall incorporate two (2) pin bosses which shall accept the male coupler locking pins	OK
12.4	Coupler shall be compatible with the full range of available loader attachments	OK
12.5	One (1) female adaptor shall be integrally installed on the loader bucket	OK
12.6	One (1) female adaptor shall be integrally installed on the forklift attachment	OK
12.7	Make shall be American Coupler System	OK
12.8	Model shall be Pro Series 2000	OK
13.0 FORKLIFT ATTACHMENT		OK
13.1	Shall be integrally fitted with a female coupler adaptor as described in Section 12	OK
13.2	Tine length shall be 72 inches minimum	OK
13.3	Ground to top of tine clearance shall be 11 foot minimum	OK
13.4	Fork width outside to outside of tine shall be 58 inches minimum	OK
14.0 AUTOMATED LUBRICATION SYSTEM		OK
14.1	Loaders shall have a Lincoln Quicklub® 203 automated lubrication system	OK
LOADER – 4 WHEEL DRIVE, ARTICULATED, 2.25 CUBIC YARD MINIMUM CAPACITY		
Make Offered:		John Deere
Model Offered:		444L or Equivalent

17. - Spec. No. 38-0201HD.23		Bidder Response (Indicate acceptance and/or provide alternate)
LOADER – 4 WHEEL DRIVE, ARTICULATED, 3.0 CUBIC YARD MINIMUM CAPACITY		

1.1	Loader shall be painted manufacturers standard color	OK
1.2	Shall have vandal protection for radiator, engine, fuel tank, and hydraulic reservoir. Lockable access shall be part of this protection system	OK
1.3	Wheel base shall be 119 inches minimum	OK
1.4	Height over R.O.P.S. shall be 10 foot 8 inches maximum	OK
1.5	Shall have bucket position indicator	OK
1.6	Shall have fenders both front and rear	OK
1.7	Shall have ride control	OK
1.8	Shall have a horn	OK
1.9	Shall have operators access steps with safety handrails	OK
1.10	Shall have a toolbox	OK
1.11	Shall have frame articulation of 80° with center pivot	OK
1.12	Shall have an approximate turning radius of 20 feet 8 inches maximum	OK
2.0 ENGINE		OK
2.1	Shall be water cooled, turbocharged, diesel, air to air after cooled	OK
2.2	Horse Power rating shall be 160 @ 2000 rpm minimum	OK
2.3	Air cleaner shall be two stage dry type with restriction indicator	OK
2.4	Cold weather starting aid shall be electric intake manifold pre-heater	OK
2.5	Shall have antifreeze protection to -34° F	OK
3.0 TRANSMISSION		OK
3.1	Shall have four (4) forward speeds	OK
3.2	Shall have four (4) reverse speeds	OK
3.3	Top speed shall be 23mph minimum	OK
3.4	Shall be hydrostatic with one (1) pump and two (2) motors and variable first speed	OK
3.5	Shall have a transmission cooler	OK
4. DRIVELINE		OK
4.1	Differentials shall be torque proportioning type	OK
4.2	Final drive shall be planetary type	OK
4.3	Rear axle shall be a semi-floating type with a total minimum oscillation of 30 °	OK
5.0 ELECTRICAL		OK
5.1	Shall be 12 or 24 volt	OK
5.2	Alternator shall be 60amp minimum	OK
5.3	Back up alarm of 95dba minimum	OK
5.4	Shall have front and rear windshield wipers and washers, front wipers shall be intermittent type	OK
5.5	Cab interior light	OK
5.6	Shall have two (2) front halogen high/low beam cab mounted headlights with indicator	OK
5.7	Shall have two (2) front halogen work lights	OK
5.8	Shall have two (2) rear halogen works lights	OK
5.9	Shall have two (2) rear combination stop/tail lights	OK
5.10	Shall have two (2) rear backup lights	OK
5.11	Shall have two (2) front and two (2) rear turn signals with hazard flashers	OK
5.12	Shall have instrument panel light	OK
5.13	Gauges shall include:	OK
	a. speedometer	OK
	b. tachometer	OK
	c. engine coolant temperature	OK
	d. fuel level	OK
	e. transmission oil temperature	OK
	f. hour meter – to operate only when engine is running	OK
6.0 BRAKES		OK
6.1	Service brakes shall be hydraulic power boosted, sealed wet disc, foot operated to all four (4) wheels	OK
6.2	Parking brake shall be manufacturer's standard and neutralize the transmission when applied	OK
7.0 OPERATOR'S COMPARTMENT		OK
7.1	Shall be all steel, fully enclosed, and weatherproof	OK
7.2	Shall incorporate a Roll Over Protection System (R.O.P.S.)	OK
7.3	Shall meet all OSHA and MIOSHA standards	OK

7.4	Shall have tinted, full vision safety glass in windshield, all doors and windows	OK
7.5	Shall have an adjustable, deluxe cloth, suspension type seat with arm rests and seat belt with retractor	OK
7.6	Shall have hot water heater,	OK
7.7	defroster fans (front and rear)	OK
7.8	One (1) inside rearview mirror	OK
7.9	Air ride seat shall be provided	OK
7.10	Two (2) outside mounted West Coast type rearview mirrors	OK
7.11	Shall have a sun visor	OK
7.12	Factory installed air conditioning	OK
7.13	Shall have a 12 volt power outlet for accessories	OK
8.0 TIRES		OK
8.1	Shall be tubeless, 20.5 x 25 12 PR with L3 tread	OK
8.2	Shall have construction equipment type rims with valves for filling with chloride solution	OK
9.0 OPERATING WEIGHT		OK
9.1	Shall be 30,600 pounds minimum with standard equipment, excluding optional ballast or chloride filled tires	OK
10.0 BUCKET		OK
10.1	Shall be all-purpose 3.0 cubic yard minimum	OK
10.2	Shall have a bolt on cutting edge	OK
10.3	Width shall be equal to or in excess of the outside width of the tires	OK
10.4	Lifting, lowering, dumping, and tilting of the bucket shall be actuated by power hydraulic means	OK
10.5	Bucket action shall be provided for tilting the bucket independently of the lifting arm action with automatic return to dig	OK
11.0 TIPPING LOADS		OK
11.1	The operating and tipping loads required below shall take into account the additional weight of the front mounted attachment coupler	OK
11.2	Operating load shall be 9,500 pounds minimum	OK
11.3	Tipping load straight shall be 21,800 pounds minimum	OK
11.4	Tipping load in full turn shall be 19,000 pounds minimum	OK
11.5	Breakout force shall be 29,900 pounds minimum	OK
12.0 QUICK ATTACH COUPLER SYSTEM		OK
12.1	Dumping clearance (cutting edge) at maximum height and 45° dump angle shall be 11 feet minimum	OK
12.2	Coupler system shall consist of one (1) male and two (2) female adaptors as well as the necessary hydraulics and controls	OK
12.3	Male adaptor shall be pinned to the loader arm linkage in place of the bucket	OK
12.4	Female adaptors shall be compatible with the male adaptor and shall incorporate two (2) pin bosses which shall accept the male coupler locking pins	OK
12.5	Coupler shall be compatible with the full range of available loader attachments	OK
12.6	One (1) female adaptor shall be integrally installed on the loader bucket	OK
12.7	One (1) female adaptor shall be integrally installed on the forklift attachment	OK
12.8	Make shall be American Coupler System	OK
12.9	Model shall be Pro Series 2000	OK
13.0 FORKLIFT ATTACHMENT		OK
13.1	Shall be integrally fitted with a female coupler adaptor as described in Section 12	OK
13.2	Tine length shall be 72 inches minimum	OK
13.3	Ground to top of tine clearance shall be 11 foot minimum	OK
13.4	Fork width outside to outside of tine shall be 58 inches minimum	OK
14.0 AUTOMATED LUBRICATION SYSTEM		OK
14.1	Loaders shall have a Lincoln Quicklub® 203 automated lubrication system	OK
LOADER – 4 WHEEL DRIVE, ARTICULATED, 3.0 CUBIC YARD MINIMUM CAPACITY		
Make Offered:		John Deere
Model Offered:		624K

18. - Spec. No. 05-00051.23	Bidder Response (Indicate acceptance and/or provide
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CRAWLER DOZER (30HP & UP)		alternate)
1.0 PERFORMANCE		
1.1	Tops speed at full throttle on clear, level ground shall be a minimum of 6.0 MPH	OK
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	OK
2.0 ENGINE		OK
2.1	Diesel fueled, Minimum 85 net horsepower per latest issue of SAE J1349	OK
2.2	Engine compartment shall be enclosed	OK
2.3	Fan must be blower type, with a finger guard around it	OK
2.4	Radiator must be suitable for forestry applications	OK
2.5	Radiator shall be designed to reduce clogging from airborne debris	OK
2.6	Cooling system shall be filled with suitable antifreeze with a minimum protection level of -30 degrees F.	OK
2.7	Coolant conditioner shall be provided per manufactures recommendations	OK
2.8	Combustion air intake shall be designed to prevent damage from limbs and other objects	OK
2.9	Air cleaner shall be a dry type safety element with a pre cleaner	OK
2.10	Pre-cleaner shall be protected by a perforated guard that serves as a prescreen	OK
2.11	Restriction indicator shall be provided and be visible from the operators seat	OK
2.12	Exhaust system must meet US forestry service spark arrestor requirements (Standard 5100).	OK
2.13	An exhaust driven turbo charger must also meet Standard 5100	OK
2.14	Exhaust must be muffled to meet or be less than OSHA limits for noise level for construction or forestry equipment	OK
2.15	Exhaust parts located outside the engine compartment shall be inboard and below the level of the limb risers	OK
2.16	Flexible pipe sections must be stainless steel	OK
2.17	Exhaust system shall be weatherproof and protect the engine from rainfall during idle periods	OK
2.18	Muffler shall be protected from rain and soot sludge with a stainless steel shield	OK
2.19	Mufflers and other large exhaust components shall be mounted in the engine compartment	OK
2.20	Fuel-water separator shall be Underwriters Lab(UL) approved fuel water separator with a spin on replaceable element.	OK
2.21	Fuel water separator shall be mounted with the removable element and drain at the bottom	OK
2.22	Primary spin-on replaceable fuel filter shall meet UL Standards, with the removable element and drain at the bottom	OK
2.23	Fuel tank shall be equipped with a drain valve	OK
2.24	Manual fuel pump priming pump shall be provided	OK
2.25	All fuel lines must be metal or metal reinforced hoses	OK
2.26	All hose connections will be threaded with SAE or flat faced O-ring connectors only	OK
2.27	Fuel tank shall be metal construction	OK
2.28	Engine equipped with a 120 Volt block heater for the coolant system	OK
2.29	Engine to be equipped with a spin on oil filter and a full pressurized lube system	OK
3.0 DRIVETRAIN		OK
3.1	Transmission shall be hydrostatic drive	OK
3.2	Hydrostatic transmission must be dual path design with load sensing, anti-stall and "counter rotation"	OK
3.3	Unit must be capable of "power turns" with a constant turning radius at any travel speed	OK
3.4	Steering shall be controlled by a single lever joy stick which:	OK
	a. Must control forward and reverse	OK
	b. Must control counter rotation	OK
	c. Forward and reverse must automatically detent into the engaged position	OK
	d. Detent must be able to hold the joystick in position no mater what type of terrain the unit is on	OK
	e. Travel speed must be controlled by a separate control, and be able to be set at a constant speed with out driver input	OK
3.5	An indicator must warn driver when counter rotation is about to be activated	OK

3.6	Test ports must be provided for hydrostatic transmission diagnosis	OK
3.7	Provide a gauge at operator control panel to show transmission charge pressure	OK
3.8	Hydrostatic hydraulic oil will have a spin-on oil filter, if provided drain shall be at the bottom	OK
4.0 UNDERCARRIAGE		OK
4.1	Track gauge shall be either 57 inches or 65 inches	OK
4.2	Track shoes shall be center mounted single grouser type. Pad width will be either 16 inch or 24 inch	OK
4.3	Track length shall be at least 88 inch's, with a contact area of 2750 or 4125 square inches	OK
4.4	Each track shall have a minimum of six (6) track rollers	OK
4.5	Track ground pressure shall be between 4.32 and 5.99 pounds per square inch (PSI)	OK
4.6	Track adjusters shall be hydraulic with covered grease points	OK
4.7	Recoil springs shall be covered and equipped with over-pressure protection	OK
4.8	Each track shall have a minimum of one (1) carrier roller	OK
4.9	Track chain shall be sealed and lubricated	OK
4.10	Rollers and idlers shall be provided with lifetime lubrication	OK
4.11	Seals on rollers and idlers shall be face type, metal to metal	OK
4.12	All under carriage components, including roller frames, idlers, rails, sprockets, rollers and shoes will be heavy duty type, capable of continues use	OK
4.13	Sprockets shall be equipped with rock guards	OK
4.14	Both ends of track grouser shall be clipped on a 45 degree angle	OK
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	OK
	a. Key slots shall accept and retain both 3/8 and 1/2 inch size chain	OK
	b. These modified pads are to be evenly spaced around the track chain	OK
	c. The shape and location of this modification to the pad must be approved by the manufacturer	OK
5.0 CHASSIS		OK
5.1	Engine compartment front grill must be rated for extreme service in forestry application	OK
5.2	Grill must be removable, and louvered, and not restrict air flow to the engine	OK
5.3	Cowl/hard nose around the radiator shall incorporate a grill guard and be a minimum of 1/2 inch thick	OK
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	OK
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	OK
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	OK
5.7	All non protected exterior sheet metal at the rear of the tractor shall be a minimum of 0.160 inches thick	OK
5.8	Engine side compartment panels shall be quick release, with out the use of tools	OK
5.9	Tractor must be equipped with a full length, heavy duty bottom guard	OK
5.10	Bottom guard shall be a minimum of 1/2 inch thick	OK
	Bottom guard must include a bolt-on bottom access hatch located at the lowest part of the guard for debris clean out	OK
5.11	Bottom guard may be omitted under transmission, if the manufacturer warrants the transmission case to serve as the bottom guard	OK
5.12	Tractor shall be equipped with a closed eye, front tow hook	OK
5.13	Access for all routine and daily maintenance shall be convenient and not require the use of hand tools	OK
5.14	Tractor shall be equipped with a vandal protection package to allow locking of all fill points or there compartments	OK
5.15	All locks for vandal protection shall be keyed alike, and 2 sets of keys shall be provided	OK
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..)	OK
5.17	Two (2) tie down rings shall be provided on each roller frame	OK
5.18	These rings shall be sized to meet federal transpiration safety regulations, and be located to minimizes exposure to damage	OK

5.19	Ground clearance shall be a minimum of 13 inches as defined by the latest SAE J1234 rules	OK
6.0 HYDRAULIC SYSTEM		OK
6.1	Hydraulic pump shall be a gear type with a minimum flow rate of 15 gallons per minute(GPM).	OK
6.2	System pressure (main relief valve) shall be set to 2800 - 3000 psi	OK
6.3	Hydraulic system shall be equipped with a spin on filter and if equipped with drain valve at the bottom	OK
6.4	All metal hydraulic tubing shall be pre-painted or treated to prevent corrosion	OK
6.5	Tubing shall be securely mounted to prevent damage or chaffing	OK
6.6	Hydraulic oil reservoir(s) shall be of metal construction	OK
6.7	Blade controls shall be on a single T-bar control	OK
6.8	Blade lift valve shall include a float position	OK
6.9	Blade lift and tilt cylinders must have steel hose and fittings guards	OK
6.10	All hoses routed to the blade and all exposed hydraulic fittings must be adequately guarded	OK
7.0 ADDITIONAL VALVE SECTIONS FOR FIRE PLOW CONTROL		OK
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:	OK
	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. NO work port relief valves are to be installed in this section. 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)	OK
	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)	OK
	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.	OK
8.0 DOZER BLADE		OK
8.1	Dozer blade shall be mounted on an all hydraulic controlled heavy "C-frame" shall be inboard of the tracks	OK
8.2	Power lift, angle, and tilt functions shall be provided for the blade	OK
8.3	Blade Specs	OK
	a. LT narrow blade: 90 inches	OK
	b. LT standard blade: 97 inch's	OK
	c. LGP Narrow Blade: 115 inches	OK
	d. LGP standard blade 124 inches	OK
8.4	Blade pitch shall be adjustable	OK
8.5	All necessary parts or special tools required to adjust the blade pitch shall be supplied with each unit	OK
8.6	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	OK
	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.	OK

	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.	OK
	c. The front face of this structure shall lean forward approximately five (5) degrees relative to the back of the surface of the blade	OK
9.0 ROPS CANOPY & OPERATOR PROTECTION		OK
9.1	Cab height shall not exceed 108" overall (113" including grousers and strobe light)	OK
9.2	Cab shall be a fully enclosed environmental cab with sound suppression, isolation mounted	OK
9.3	ROPS (roller over protective structure) shall meet the specification requirements as per the latest issues of SAE J1040, J231, and fully certified	OK
9.4	Operator protective structures shall meet the requirements of the latest issue of SAE J1084, OSHA 29CFR 1910.266 and MIOSHA Part 51 R408.15144	OK
9.5	Operators station to be equipped with headliner, floor-mat, adjustable foot rests and adjustable armrests	OK
9.6	Cab windows shall be made of polycarbonate glazed LEXAN or equivalent	OK
9.7	All cab windows shall be tinted per the latest issue of SAE J674, and shall comply with ANSI Z-26.1	OK
9.8	Window molding shall be heat resistant	OK
9.9	The operators compartment shall be protected on all sides.	OK
	a. This protection shall include screening in all open areas of the standard operators compartment	OK
	b. Screens shall be constructed of woven or welded wire mesh	OK
	c. Each end of each wire shall be securely welded into position	OK
	d. All screens shall be painted black	OK
	e. The dozer manufacture or ROPS certifier must approve all additions to the ROPS	OK
9.10	Screening shall be installed such that it has minimal affect on the operators vision	OK
9.11	All screens shall be heavy duty with the wire diameter being one-fourth (1/4)inch	OK
9.12	The openings in the wire mesh shall be one and three-fourths (1-3/4) inches square except as noted below	OK
	a. All screens that are on the rear of the dozer shall have openings that are one (1- 3/4) inch square	OK
	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	OK
	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	OK
9.13	Entrance doors shall be provided on both sides of the operator's compartment	OK
9.14	Windows in the doors shall be protected by woven wire cloth screens on the outside of the windows	OK
	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	OK
9.15	Door latches shall be operable with one hand	OK
9.16	Doors shall be lockable	OK
9.17	Door latches shall be protected from inadvertent release or damage by brush, and shall be industrial quality suitable for intended use	OK
9.18	3 inch wide lap seat belt with metal to metal fasteners per latest issue of SAE J386 shall be provided	OK
9.19	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	OK
9.20	The operators seat shall conform to the latest issue of SAE J899	OK
9.21	Front windshield shall be equipped with operator controlled wiper and washer system	OK
9.22	Washers system reservoir shall have a capacity of 1/2 gallon minimum capacity	OK
9.23	Unit is to be equipped with factory approved limb risers, one on each side	OK
9.24	If limb riser design is not direct from the manufacture, the design shall be approved by the manufacture and the purchaser	OK
9.25	Limb risers are to be isolation mounted	OK

9.26	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	OK
9.27	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	OK
9.28	Operator's cab shall be equipped with a heating, ventilating, and air conditioning (HVAC) system	OK
9.29	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	OK
9.30	No components of the HVAC system shall increase the overall height of the dozer	OK
9.31	Components of the HVAC system not inside the cab or compartment shall be protected from damage from trees, tree limbs and brush	OK
9.32	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	OK
9.33	All incoming air shall be filtered through a spark arresting screen	OK
9.34	A high efficiency particulate element (HEPA) or other approved particulate filter media, and an active carbon element	OK
9.35	The particulate filter media shall have an efficiency rating of 93 DOP at 0.5 micron, the media material shall be fiberglass	OK
9.36	The active carbon element(s) shall have an activity rating of 60 Minimum	OK
9.37	Any externally mounted filters shall be protected from bush and weather damage	OK
9.38	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	OK
10.0 ELECTRICAL SYSTEM		OK
10.1	Electrical system shall be 12 volt and shall meet the requirements of the latest issue of SAE J821	OK
10.2	Alternator shall have a minimum capacity of at least 90 amps	OK
10.3	Dual 12 volt storage batteries(low maintenance design) with a minimum of 190 minutes reserve capacity and 950 CCA each	OK
10.4	A manual master electrical system disconnect switch shall be provided	OK
10.5	Lighting	OK
	a. Two (2) LED work lights mounted on the grill	OK
	b. Two (2) LED work lights mounted overhead, facing forward, angled outward	OK
	c. Two (2) LED work lights mounted inside the rear screen facing rearward	OK
	d. All lights to be mounted to reduce glare or reflection back on the operator	OK
	e. All lights to be switched indecently and readily accessible from the operators station, and clearly labeled	OK
	f. All lights to be wired to independent circuit breakers	OK
10.6	Engine starter shall be 12 volts	OK
10.7	Electronic monitoring system shall be provided to monitor all internal operating systems to include the following:	OK
	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.	OK
10.8	Gauges shall be provided for the following:	OK
	a. Engine oil pressure	OK
	b. Engine coolant tempter	OK
	c. Electric hour meter activated by engine oil pressure or alternator operation	OK
	e. Fuel level	OK
10.9	Operator controlled interior lighting, that will illuminate the entire cab	OK
10.10	12 Volt power port with a minimum capacity of 20 amps labeled to show the rated amp capacity	OK
10.11	The dozer will be equipped with one adequately guarded white strobe light	OK
10.12	Strobe light will be mounted high on the unit and near the rear of the operators compartment	OK

10.13	Strobe light shall be directly visible 360 degrees around the dozer	OK
10.14	Strobe light shall be directly visible from any position overhead and/or by aircraft working a fire	OK
10.15	The strobe light shall have a non-hypnotic flash pattern	OK
10.16	Strobe light must be wired to operate any time the ignition key is in the on position, with no provision to turn it off	OK
10.17	Strobe light is to be on its own circuit with a circuit breaker for protection	OK
11.0 WEIGHTS & DIMENSIONS		OK
11.1	The SAE operating weight shall not exceed 20,622lbs, with all of the above mentioned attachments installed	OK
11.2	Overall machine height(as defined by SAE J1234) shall not exceed 113 inches with all of the above mentioned attachments installed	OK
11.3	Overall machine width less the front blade shall be no more than 89 inches	OK
12.0 SAFETY ITEMS		OK
12.1	Tractor shall be equipped with a back-up alarm, per the latest issue of SAE J994, Type A 12 volt 112-db (A)	OK
12.2	Tractor shall be equipped with a warning horn, per the latest issue of SAE J1446 and J1105	OK
12.3	Service, secondary and parking brake systems must meet the requirements of the latest issue of ISO 10265	OK
12.4	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	OK
12.5	Grab handles shall be provided at each rear corner of the tractor	OK
12.6	Tractor shall be equipped with a convex mirror, mounted inside the operators compartment	OK
12.7	Tractor shall be equipped with one (1) ten pound BC dry chemical fire extinguisher per the requirements of the latest issue of SAE J1212	OK
12.8	Tractor must conform to the latest issue of SAE J1212, fire prevention on forestry equipment	OK
12.9	Tractor shall be equipped with provisions to prevent unauthorized starting and movement of the machine per the latest issue of SAE J1083	OK
12.10	Safety signs and labels shall meet the requirements of the latest issue of SAE J115	OK
13.0 PAINT		OK
13.1	Except as noted below, the visible exterior of the tractor is to be painted with an Acrylic enamel or better paint.	OK
13.2	Color to be: Navistar 2023 Carnival Red T-1y12, KX - 2y 186 or approved equivalent	OK
13.3	Operator brush screens and limb risers to be painted black	OK
13.4	Hood is to be painted a non-glare gray or charcoal color	OK
14.0 SPECIAL CONDITIONS		OK
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	OK
14.2	Tractor shall comply with all federal and state safety regulations and standards	OK
14.3	Supplier shall be responsible for delivering the tractor properly serviced, clean, and in first class operating condition.	OK
14.4	Pre-delivery service shall include:	OK
	a. Complete lubrication	OK
	b. Verification of proper engine settings	OK
	c. Adjust tracks to proper tension	OK
	d. Check and fill all fluids	OK
14.5	Each unit shall come with four(4) parts manuals	OK
14.6	Each unit shall come with four (4) operators manuals	OK
14.7	Each unit shall come with three (3) service/technical manuals	OK
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	OK
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	OK

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	OK
14.11	Three (3) copies of any manuals, software, special tooling, etc.. required to perform the tasks covered in this training shall be provided	OK
14.12	The Manufactures warranty must be a minimum of twelve months (12), full coverage.	OK
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	OK
14.14	Copies of the manufactures warranty and certificate of origin shall be provided for each unit ordered, with the invoice	OK
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	OK
CRAWLER DOZER (30HP & UP)		
Make Offered:		John Deere
Model Offered:		700 LLGP

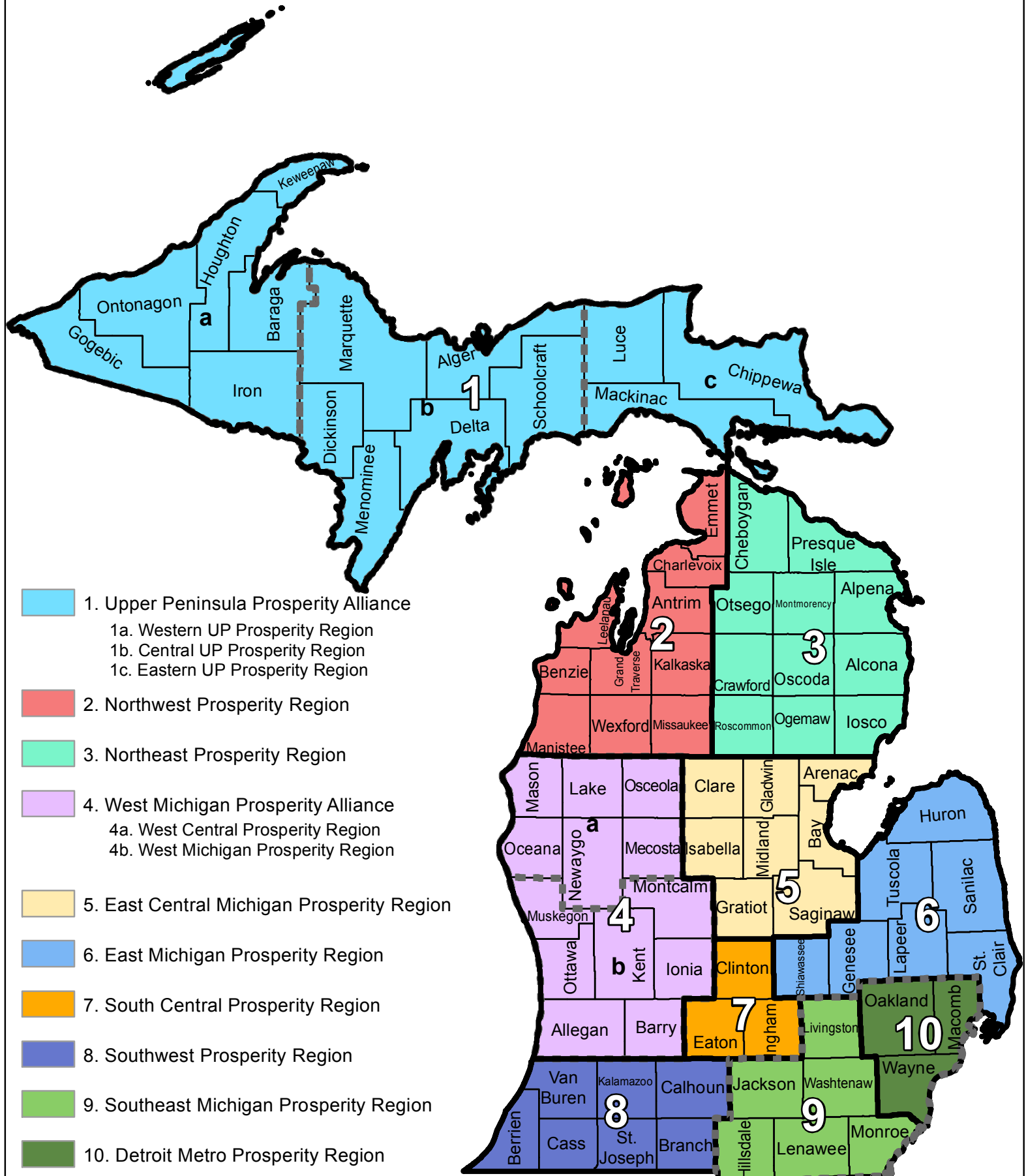
19. - Spec. No. 30-00LT23		Bidder Response (Indicate acceptance and/or provide alternate)
LIGHT TOWER, TRAILER MOUNTED DIESEL ENGINE		
1.1	Total weight: 1550 pounds	OK
1.2	Over all length: 176 inches	OK
1.3	Transport height: 66 inches	OK
1.4	Overall width: 47 inches	OK
1.5	Max. Tower height: 30 Feet	OK
1.6	Wind stability of 65 mph at full height	OK
1.7	Ground clearance: 8 inches	OK
1.8	Tire Size: 13 inches	OK
1.9	Winch Capacity: 1,500 pounds	OK
1.10	Winch wire rope: 3/16	OK
1.11	Fuel tank capacity: 30 gallons	OK
1.12	Engine run time per fuel tank 3/4 load: 64 hours	OK
1.13	Engine type: Diesel	OK
1.14	Engine HP: 12 min	OK
1.15	Engine cylinders: 3	OK
1.16	Engine RPM: 1800	OK
1.17	Engine cooling: liquid	OK
1.18	Engine auto shut down: low oil pressure / high temp	OK
1.19	Maximum generator output: 6,000 watts	OK
1.20	Continuous generator output: 6,000 watts	OK
1.21	Voltage: 120/240	OK
1.22	Amps at 120 volts: 50	OK
1.23	Amps at 240Volts: 25	OK
1.24	Receptacles: 2, 120 volt GFCI protected	OK
1.25	Flood Lights: (4) Metal Halide	OK
1.26	Lumens: 440,000	OK
1.27	Light coverage: 5 to 7 Acres	OK
1.28	Sound level at 23 feet: 73 db Max.	OK
1.29	Trailer hitch: 2 inch ball, adjustable height, with safety chains with spring loaded safety hooks	OK
1.30	Trailer coupler: spring loaded bull dog type	OK
1.31	Trailer Lights: DOT approved tail, stop and turn LED type	OK
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	OK
1.33	All wiring shall be weather proof, no scotch locks will be accepted	OK
1.34	Trailer to have rear mounted screw adjustable rear out riggers and tounge jack	OK
1.35	Housing shall consist of a roof or head along with hinged side doors which shall lock in place	OK
1.36	Housing shall have access panels for servicing	OK
1.37	Engine control panel shall include hour meter, circuit breakers, light switches and key start	OK
1.38	Paint shall be manufacturer's standard color	OK
1.39	2 - Service manual	OK
1.40	2- Parts manual	OK
LIGHT TOWER, TRAILER MOUNTED DIESEL ENGINE		
Make Offered:		Genie
Model Offered:		RL 4

20. - Spec. No. C38-0501D-23		Bidder Response (Indicate acceptance and/or provide alternate)
FORKLIFT, DIESEL FUELED, 8,000 POUND CAPACITY		

1.1	Engine shall be:	OK
	a. Diesel fueled	OK
	b. 4 cylinder	OK
	c. 100hp minimum	OK
	d. water cooled	OK
1.2	Electrical:	OK
	Forklifts shall have:	OK
	a. Headlights	OK
	b. Turn signals, front and rear	OK
	c. Back up alarm of 95dba minimum	OK
	d. Keyed ignition switch	OK
	e. Hour meter to operate only when engine is running	OK
	f. Horn	OK
	g. Fuel gauge	OK
	h. Coolant temperature gauge	OK
	i. Low oil pressure warning light	OK
	j. Battery charge indicator light	OK
	k. Tail lights	OK
	l. Back up lights	OK
	m. Transmission temperature gauge	OK
	n. Anti restart ignition	OK
	o. Strobe lights	OK
	p. Rear work lighting package	OK
1.3	Travel speed shall be within the range of 9 to 11 mph	OK
1.4	Lift speed shall range from 114 to 120 fpm minimum	OK
1.5	Forklift weight shall be 12,500 pound minimum	OK
1.6	Rated load capacity at 24 inch load center shall be 8,000 pounds minimum	OK
1.7	Mast height lowered shall be approximately 86 inches	OK
1.8	High load backrest shall be 48 inches high minimum	OK
1.9	Mast shall be three (3) stage, wide view, full type	OK
1.10	Maximum mast height at rated load Shall be 183 inches minimum	OK
1.11	Mast shall have a free lift of 5.5 inches	OK
1.12	Mast tilting angles shall be a minimum 6° Forward and 10° rearward	OK
1.13	Side-shift attachment with 4 inch travel in each direction and a total of 8 inches travel minimum shall be provided	OK
1.14	Minimum outside turning radius shall be approximately 94 inches	OK
1.15	Forks shall be a minimum:	OK
	a. 48 inches long	OK
	b. 4.9 inches wide	OK
	c. 1-¾ inches thick	OK
	d. adjustable ,full width of carriage	OK
1.16	Tires shall be pneumatic type sizes:	OK
	a. drive - 250 x 15 - 20 Ply	OK
	b. steer – 7.00 x 12 - 14 Ply	OK
1.17	Fenders: Extended to cover dual drive tires (dual tires only)	OK
1.18	Carriage: 57 inches wide	OK
1.19	Ground clearance shall be 7 inch minimum	OK
1.20	Wheelbase shall be 67 inches maximum	OK
1.21	Service brakes shall be foot operated hydraulic type	OK
1.22	Parking brakes shall be hand operated	OK
1.23	Overhead guard height shall be approximately 86 inches	OK
1.24	Operator's seat shall be padded vinyl with seat belt	OK
1.25	Operator's compartment shall be full-floating hydraulic suspension type	OK
1.26	Draw bar pin shall be furnished	OK
1.27	Draw bar pull weight shall be 4,600 pound minimum	OK
1.28	Forklift shall have a hydraulic oil cooler	OK
1.29	Forklift shall have fully hydrostatic power steering	OK
1.30	Steering column shall be tilting	OK
1.31	Forklift shall have load check valve	OK

1.32	Forklifts shall be painted manufacturers standard color	OK
1.33	Transmission shall:	OK
	a. be "power shift" type	OK
	b. have an in-line 125 mesh and 35 micron oil filter and oil cooler system	OK
	c. have an inching pedal	OK
1.34	2 - Parts manual	OK
1.35	2- Service manual	OK
1.36	2 - Safety & training video	OK
FORKLIFT, DIESEL, 8,000 POUND CAPACITY		
Make Offered:		JCB
Model Offered:		940

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

#2 – Black Key-On Power Terminal

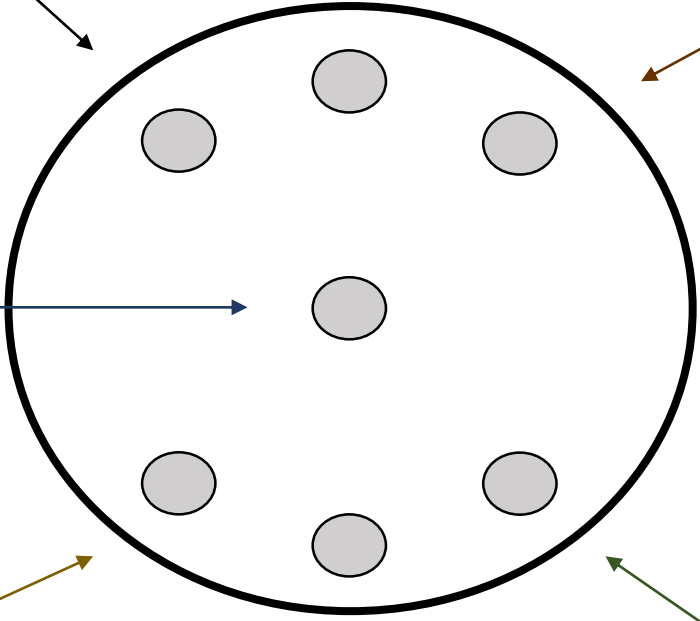
#1 – White Ground Return to Towing Vehicle

#6 – Brown Tail Lamp, Three-Bar Marker Lamps and Other Clearance or Marker Lamps



(Use Std J560 Connector)
All Non-Tractor/Trailer Non-ABS Truck-End (Viewed from Wire Side of Plug)

#7 – Blue Electric Brakes



#3 – Yellow Left Turn Directional, Disability and Stop

#4 – Red Stop Lamps (Required for 4-Lamp System)

#5 – Green Right Turn Directional, Disability and Stop