

	<b>REQUEST FOR QUOTATION</b>	<b>PURCHASING OFFICE</b>
<b>STATE OF ALASKA</b>	<b>Quotations will be received until 2:00 p.m., on March 11, 2013</b>  <b>RFQ No.: SEF-1810</b>  <b>SERVICE BODY FOR FORD F350 CAB &amp; CHASSIS</b>	Dept. of Transportation & Public Facilities State Equipment Fleet 2200 E. 42nd Ave. Anchorage, AK 99508 PHONE (907) 269-0786 FAX (907) 269-0801
	Date: February 28, 2013	Page 1 of 12

**VENDOR NOTICE**

**(This is NOT a Purchase Order)**

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date. \*\*\*\*Quotations may be faxed to 269-0801, scanned, or delivered to the above address. \*\*\*\*

**DELIVERY LOCATION:** Anchorage, Alaska

**BUYER:** Abby Breshears, Contracting Officer II

**VENDOR QUOTATION**

Description	Bid Price EACH
Purchase and install utility body, crane & air compressor as outlined in Specifications on pages 2 and 3 of this RFQ. Bid price to include all shipping costs to Anchorage, Alaska.  <b>NOTE:</b> Your Bid paperwork must include brand names and model numbers when possible. All items listed in specs will be purchased.	\$ _____

**THIS SECTION MUST BE COMPLETED BY VENDOR**

Delivery shall be made not later than **45** calendar days after delivery of truck.

Payment Terms \_\_\_\_\_ Delivery Not Later Than: \_\_\_\_\_ Days ARO

Company Name	Address	City	State	ZIP Code	Phone/Email
AK Business License #	Vendor Tax ID No.	Do you qualify for Alaska Bidders' Preference?*			
		[ ] Yes [ ] No			

_____ Signature	_____ Date	_____ Printed Name and Title
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\*If you qualify for the five percent Alaska Bidder's Preference, do not apply this preference to your above bid price. The Contracting Officer will apply this discount for you.

## SPECIFICATIONS

This RFQ is intended to purchase and install a service body onto state procured 2013 Ford one ton extended cab and chassis DRW, 4x4, automatic V8 gas engine, 60 inch cab to axle trucks. This truck is expected to arrive in Anchorage no later than March 2013. Bid price must include all items listed below, complete and installed. Please include information regarding brand and model. State approved equivalent items must be approved by contracting officer BEFORE bid opening.

Service Body: Astoria A-780-00 or State approved equivalent.

1. Service Body to be 9 foot in length for a 60 inch CA dual rear wheeled cab and chassis, as described above. To be painted White, to match 2013 Ford white paint.
2. Service Body Compartment Options:
  - a. LED compartment lighting, in each individual compartment, impact resistant.
  - b. Front curb side compartment and front street side compartment are to include two shelves in each.
  - c. Single shelf in curb side horizontal compartment and street side horizontal compartment.
  - d. Rear street side compartment to have on shelf.
  - e. Rotary latch, stainless finish on door handles.
3. Bulkhead: Approximately 40 inch in height rectangular drop in steel gusset bulkhead with full size window cutout with a protective metal screen.
4. Treadplate options:
  - a. Twelve (12) gauge treadplate steel overlay on tailgate inside.
  - b. Treadplate aluminum overlay rock guards on front lower section of service body.
5. Anti-sail heavy-duty mud flaps for rear wheel wells. (Front mud flaps have been ordered with truck.)
6. To have full width treadplate recessed bumper.
  - a. Class V category receiver, flush mounted.
  - b. Trailer electrical connections to be standard 7 pin round connector and 4 pin flat adapter.
7. Lighting:
  - a. Stop, turn and tail to be TRUCK-LITE Model Super 44 LED with 42 diode pattern with Fit 'N Forget plug assembly to be mounted on rear of truck.
  - b. Back up lights to be TRUCK-LITE Model 44 LED with 54 diode pattern with Fit 'N Forget plug assembly.
  - c. 15" to 20" (inch) in length, 12 volt LED reflective Amber/Amber Mini Light Bar mounted in center of Bulkhead. To be wired to dash mounted switch, have programmable flash patterns & 360 degree continuous light output.
  - d. Whelen VTC3C LED Corner Strobes, clear colored, installed front and rear.
  - e. CSI 4" HID 12 volt 35 watt high intensity work lights. One (1) each to be mounted on facing on the top of rear compartment

8. Back up alarm: electronic, self-adjusting sound level, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on rear of unit per manufacturer's recommendations.
9. Provide and install a Liftmoore model LA6K model air compressor or state approved equivalent. To be mounted in the rear curb side of bed.
10. Provide and install an Ingersoll-Rand model 2475F13GH 2 stage gas powered air compressor. To be securely mounted in the front drivers side of bed.
  - a. Compressor to be housed inside a custom built enclosure to be built with a metal screened access door and additional ventilation to assist in cooling when compressor is in operation.
11. ¾ inch by 50 foot Hose Reel with roller guide installed on top of front curb side compartment. Hose to be arctic rated to 30 below zero. To include weather proof canvas hose reel cover.
  - a. Hose reel to be plumbed into the air receiver tank of air compressor.
12. Spare tire to be securely mounted in bed of truck behind air compressor.
13. Weight slips will be required upon delivery of completed trucks.

Current vehicle example for placement:



**END OF SPECIFICATIONS**

## STANDARD TERMS AND CONDITIONS

- 1.0 REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Bidder's comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
- 2.0 QUOTATION FORMS:** Bidders shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 3.0 SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
- 4.0 QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- 5.0 EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- 6.0 ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
- 7.0 PRICES:** The /bidder shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
  - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
  - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
  - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- 8.0 PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.
- 9.0 PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
- 10.0 VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

- 11.0 INDEMNIFICATION:** The contractor shall indemnify, for., and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.
- 12.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 13.0 TITLE:** Title passes to the State for each item at FOB destination.
- 14.0 FILING A PROTEST:** A bidder shall attempt to informally resolve a dispute with the Contracting/ Procurement Officer regarding a small procurement. If the attempt is unsuccessful, the bidder may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.
- 15.0 COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 16.0 SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 17.0 SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of the product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or a model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- 18.0 FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.
- 19.0 QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.
- 20.0 CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.
- 21.0 CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 22.0 CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

- 23.0 ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.
- 24.0 FORCE MAJEURE:** (Impossibility to perform) the contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 25.0 LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.
- 26.0 CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 27.0 DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 28.0 DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the First Judicial District of Alaska.
- 29.0 CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, PO Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 30.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 31.0 ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.
- 32.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

- 33.0 OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.
- 34.0 COMPLIANCE WITH ADA:** By signature of their quote the offeror certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued there under by the Federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 35.0 ALASKA BIDDER PREFERENCE:** The award of a contract, based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the State or is a partnership, and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.
- 36.0 ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, and is the lowest responsive and responsible bidder they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- 37.0 USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.
- 38.0 LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.
- 39.0 ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
- 40.0 EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and submits a responsive and responsible bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.
- 41.0 ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is a sole proprietorship owned by a person with a disability, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).

**42.0 EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).

**43.0 PREFERENCE QUALIFICATION LETTER:** Regarding preferences 41, 42, and 43 above, the Division of Vocational Rehabilitation in the Department of Education maintains lists of Alaskan: [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, an offeror must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, offeror must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 41, 42, or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the quote is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their quote. The offeror's failure to provide the certification letter mentioned above, with their quote, will cause the state to disallow the preference.



## SUPPLEMENTAL TERMS AND CONDITIONS

- 1.0 SUPPLEMENTAL TERMS AND CONDITIONS:** Quotations including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in the RFQ or that diminish the State's rights under any contract resulting from this RFQ will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of the contract (1) if conflict arises between a supplemental term or condition included in the quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail; and (2) if the State's rights are diminished as a result of application of a supplemental term or condition included in the quote, the supplemental term or condition will be considered null and void.
- 2.0 COMPATIBILITY:** Contractors will be required to assist the State in determining the compatibility of their devices with other contracted devices. At the State's request, contractors will be required to demonstrate their equipment's claimed compatibility. Compatibility of offered devices will not be a criterion for award of this RFQ. However, it will be a factor in the hardware selection process from subsequent contracts resulting from this RFQ. Successful offerors/contractors are required, on request by the State, to provide all published data pertinent to the offered devices' compatibility with other peripheral devices.
- 3.0 INTENDED USE:** Except to the extent the State relies on representations made by the vendor, the State of Alaska agrees, with respect to the machines and programming, to accept responsibility for (1) their selection to achieve the State's intended results, (2) their use, and (3) the results obtained there from.
- 4.0 ASSOCIATED COSTS:** Prices quoted must include all costs associated with shipping, packing and delivery to the specified FOB point, as well as any costs necessary to provide guarantee/warranty service, operating manual, and operating software and documentation specified in the RFQ.
- 5.0 PATENTS AND COPYRIGHTS:** A vendor will, at its expense, defend the State against any claim that any machines or programming supplied hereunder infringe a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the State must: (1) give the vendor prompt written notice of any such claim; and (2) allow the vendor to control, and fully cooperate with the vendor in, the defense and all related settlement negotiations. The vendor's obligation under this section is conditioned on the State's agreement that if the operation of the machines or programming becomes, or in the vendor's opinion are likely to become, the subject of such a claim, the State will permit the vendor, at its option and expense, either to procure the right for the State to continue using the machines or programming, or to replace or modify them so that they are non-infringing but still meet the State's needs as originally contracted. The vendor shall have no obligation with respect to any such claim based upon the State's modification of the machine or programming or their combination, operation or use with apparatus, data or programs not furnished by the vendor. This section states the vendor's entire obligation to the State regarding infringement.
- 6.0 RISK OF LOSS OR DAMAGE:** During the period on-order machines are in transit or in possession of the State, up to, and including the date of installation, as specified by the RFQ, or up to, and including the date of acceptance as specified by the State (pursuant to an Acceptance Test) if applicable, contractor and its insurers, if any, relieve the State of responsibility for all risk of loss of, or damage to, the machines except for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination for which the State is legally liable. Thereafter, all risk of loss of, or damage to, such machines shall be on the State, except as described in, "WARRANTIES" below.
- 7.0 CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** Contractor shall be liable for damages arising out of injury to persons and/or damage to the real or tangible personal property before or after acceptance, delivery, installation and use of the equipment either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor or defect of the equipment. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by contractor's officers, employees or agents); attachments made by the State; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment, or for losses occasioned by the State's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy which may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its officers, employees, or agents, is the cause of injury to such person.

**8.0 LIMITATION OF REMEDIES:** Contractor's liability for damages to the State for any cause whatsoever, including causes of action under *"INSTRUCTION TO BIDDERS, TERMS AND CONDITIONS"*, *"INDEMNIFICATION"*, shall be limited to the greater of \$100,000 or the purchase price of the specified equipment which caused the damage or that is the subject matter of, or is directly related to, the cause of action. The forgoing limitation of liability will not apply to the payment of costs, damages, and attorney's fees referred to in the section, *"PATENTS AND COPYRIGHT PROTECTION"* above, or to claims for personal injury or damage to real property or tangible personal property caused by the contractor's negligence or defect of equipment. Contractors will not be liable to the State for any lost profits, lost savings or incidental damages or other consequential damages sustained by the State, except as provided in AS 45.02.719.

**9.0 SECURITY INTEREST:** Contractor reserves a purchase money security interest in each machine. This interest will be satisfied by payment in full hereunder. In addition, when applicable, the security interest will be satisfied by the return to contractor by the State, of parts in respect to feature additions or model conversions that involve the removal of parts which become the property of contractor. The State agrees to sign appropriate documents to permit contractor to perfect the contractor's purchase money security interest.

**10.0 GENERAL:** The State certifies that it is purchasing this equipment for its own use and not for remarketing, and will not assign the on-order equipment to any party other than the contractor or contractor's affiliate without written consent of the contractor, which shall not be unreasonably withheld. The State reserves the right to sign any agreement that is deemed to be beneficial to the State. The State's RFQ, the contractor's response, and the resulting contract will be the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communication between the parties relating to the subject matter hereof.

**11.0 DELIVERY:**

**11.1 Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection, including the dealer and vehicle identification, check-off of service and inspection performed and the service manager's signature shall be furnished with each vehicle delivered. The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery. Vehicles delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted under Section 12, Liquidated Damages for Late Delivery.

**11.2 Delivery Receipt:** A delivery receipt will be required for each unit delivered. This form can be of the vendor's own design, but must include the following minimum information: your delivery receipt number, the State Purchase Order (Delivery Order) number (reference the line item number of the vehicle as listed on the Purchase Order, followed by the model and serial number), a space for signature acknowledging receipt by state receiving personnel and date of actual receipt. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered. Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth.

**12.0 LIQUIDATED DAMAGES FOR LATE DELIVERY:** Time is of the essence in this contract. The bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties. In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided on the RFQ and the delivery date that goods are delivered to the State. In this case, the daily rental fee is determined to be \$31.20. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, time reasonably necessary for the State to inspect the goods.

These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

These liquidated damages for late delivery are not the exclusive remedy available to the State, but are in addition to all other actual damages that the State may incur by reason of late delivery or by reason of delivery of nonconforming goods.

**13.0 WARRANTY:**

- 13.1 **Standard Warranty Package:** Unless otherwise stipulated by this RFQ, the successful bidder will provide a one-year (12-month) warranty. Full (100%) Parts and Labor Warranty Coverage of all components for 12 months, from the date the unit is placed in service at the assigned location. Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place unit in like-new condition.
- 13.2 Should the manufacturer's standard warranty exceed minimum State warranty requirements, manufacturer warranty will run in conjunction with and enhance State warranty, then continue for the remainder of its term.
- 13.3 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

**13.4 Warranty Claims:**

- 13.4.1 Warranty will be provided at the unit's assigned location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
- 13.4.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work.
- 13.4.3 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work. The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.

**13.5 Authorized Warranty Dealer (Contractor) and Subcontractor:**

- 13.5.1 The use of a subcontractor does not exclude any provisions as listed in this RFQ, as requirements to the contractor.
- 13.5.2 Contractor must have the capability of providing warranty servicing and repair work within the State of Alaska with a manufacturer authorized warranty repair facility.
- 13.5.3 Provide name and address for each Authorized Warranty Dealer for each location.

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- 13.5.4 The Contractor must also provide in their bid package, contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in this RFQ and verification that the work provided will maintain manufacturer's warranty requirements.

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- 13.5.5 The ultimate responsibility for warranty lies with the contractor (bidder).

13.5.6 The State reserves the right to inspect the warranty facility prior to issuing the Notice of Intent to Award a contract.

**13.6 Factory Recall:**

13.6.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

**14.0 PUBLICATIONS:**

14.1 **Service, Parts and Operators Manuals:** Complete set to include applicable information covering unit.

14.2 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to the delivery location.

**15.0 STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to: DOT&PF, HQ State Equipment Fleet 2200 E. 42<sup>nd</sup> Avenue Room #305 Anchorage, Alaska 99508

**16.0 WEIGHT VERIFICATION SLIPS:** A weight scale ticket of the completed unit may be required to be included with the Statement of Origin.

**17.0 BRAND NAME SPECIFICATION:** For purposes of this RFQ, certain vehicle components/accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall not be allowed without the approval of the State.

**18.0 INSPECTIONS:** The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the contractor thereof. Without limiting any other rights of the State, The State at its option, may require the contractor to:

- repair or replace at contractor's expense, any or all of the damaged goods,
- refund the price of any or all of the damaged goods, or
- accept the return of any or all of the damaged goods.
- costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.

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

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

**END OF BID PACKAGE**