STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT

CONTRACT NUMBER: MA581

November 19, 2013

Revision number: Purchasing Agent: Linda Crawford
Phone #: (801) 538-3150 Email: lindacrawford@utah.gov

Item: SNOW PLOWS AND SPREADERS

Vendor: VC0000161669 Legacy Equipment Co.
1220 S. Legacy View St.
Salt Lake City, UT 84104

Internet Homepage: www.legacyeq.com

General Contact: Gavin Erickson
Telephone: (801) 975-0400
Fax number: (801) 801-975-7567
Email: gavin.erickson@legacyeq.com

Usage Report Contact: Same

Reporting Type: Item-Line

Brand/trade name: Meyer

Price: See Attached Pricing
Terms: Net 30
Effective dates: 11/18/13 through 11/17/18
Potential renewal options remaining: None
Days required for delivery: 2 to 21 ARO
Price guarantee period: 1 Year
Freight:
Minimum order: 1
Min shipment without charges:

Other conditions:

This is a new contract.

Solicitation #: PG14005
The administrative fee for this contract is 0.00% and is already included in the contract price.

THIS IS A MULTIPLE AWARD CONTRACT. PLEASE SEE THE FOLLOWING CONTRACTS BEFORE MAKING A PURCHASING DECISION:

MAS08 Semi Service Inc
MAS84 United Service and Sales Inc

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.
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PUBLICATION

Utah Department of Transportation (UDOT), Equipment Operations Division through the Utah Division of Purchasing and General Services will issue a Five-year State Cooperative Contract to include all Participants ("Participants") as defined in the Standard Contract Terms and Conditions Multiple awards may occur. The bid includes electrically/hydraulic-quick-hitch snowplows, controls, and spreaders to be installed on super duty trucks and smaller units both four-wheel and two-wheel drive. The shop labor rate and parts discount are also requested. This specification is a product of UDOT, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity.

PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.

2. Supplier shall submit, with the bid, to Bidsync, the latest detailed specifications for the offered equipment. Supplier should submit the latest literature for informational purposes only. Should you need assistance from Bidsync you should contact them directly.

3. Upon delivery units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation.

4. All parts not specifically mentioned that are necessary for the units to be completely operational or are normally furnished as standard equipment, shall be furnished by the supplier. Parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

5. The units provided shall meet or exceed all the Federal and State of Utah safety, health, lighting and noise regulation standards in effect, and are applicable to equipment furnished at the time of acceptance.

6. It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economic considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

7. STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.

8. Required measurement standard will be given in English units or the industry’s standard units.

9. Requests for exception(s) to this bid must be submitted through questions and answers on RFP Depot. Any addenda will be issued through RFP Depot. Exceptions shall not be granted to requests made after question and answer deadline.
10. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

11. **Warranty:**

   The **units** shall be warranted against all defects in material and workmanship for a period of not less than Two (2) years and shall cover 100% parts and labor for each unit excluding lights. If manufacturer's standard warranty period exceeds Two (2) years then the standard warranty period shall be in effect. Warranty period shall start on the date the unit is determined to meet specifications and is accepted into STATE's fleet.

   During the warranty period the vendor will be responsible for labor, materials, and other cost associated with warranty repair. It is the intent of this warranty that the vendor performs warranty repair work. The STATE shall provide the in-service date to the manufacturer. Basic warranty shall include an option for the STATE if chosen to allow all STATE shops to be approved to complete in-house warranty repairs, at STATE maintenance shops. STATE will assume responsibility for cost of repairs resulting from collision, theft, vandalism, operator negligence and/or acts of God.

   **State any exception and/or additions to the warranty here.**

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**PART II: GENERAL SPECIFICATIONS**

1. **SCOPE:**

   1.1 This specification describes the requirement for each the snowplows, controls, and spreaders. All of the plows, V plows, steel plows, and poly plows must have an electrically/hydraulic quick hitch assembly. Plows and spreaders are to be installed on equipment provided by the Participants for use in general snow removal work. Units are to be delivered assembled, serviced, tested and ready to operate with fluids at operation levels.

   1.2 The original equipment manufacturers (OEMs) shall approve of the installation of their equipment by the Contractor or the Participants supplied vehicles.

2. **EXAMPLE (s):**

   2.1 Boss

   2.2 Western

   2.3 Meyer

   2.4 State of Utah, approved equal.
The combination of the characteristics of the brand-name products cited shall be the minimum standard of quality for this bid. Products which meet the minimum standard and which are in other ways substantially equivalent to those designated will be considered for award. The use of brand names is for the purpose of designating the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.

3. NOTICES TO BIDDERS:

3.1 Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will be rejected.

PART III: DETAILED – SPECIFICATIONS

1. Each of the sections below applies to each type of plow.

1.1 CUTTING EDGE:

1.1.1 The moldboard shall be equipped with a replaceable cutting edge constructed of high carbon steel, minimum 1/2 inch thick x 6 inches in height.

1.1.2 Length of the cutting edge shall be a length of the blade.

1.1.3 Cutting edge bolt-holes shall be edge punched in accordance with AASHTO Standard Highway Punching, smooth plate, construction minimum.

Can Comply YES Exception

1.2 TRIP MECHANISM:

1.2.1 The snowplow shall be equipped with a field repairable, spring trip assembly that will enable the moldboard to pass over a fixed object and automatically and immediately return to the plowing position without loss of vehicle control.

Can Comply YES Exception

1.3 PUSH FRAME AND A-FRAME:

1.3.1 The snowplow shall be equipped with the manufacturer’s regularly advertised push frame assemblies meeting, but not limited to the following:

1.3.1.1 The push frame shall be formed of all structural steel members properly reinforced to withstand severe snowplowing conditions.

1.3.1.2 Cylinders mounted to the frame and pined or bolted connection to the push frame.

1.3.1.3 The hydraulic cylinders shall reverse the moldboard a minimum of 30 degrees in either direction and provide smooth adjustment of the moldboard through its full range of movement.

1.3.1.4 Six (6) minimum vertical ribs.
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1.3.1.5 Shall have a quick attaching/detaching drive in system with pull locking pins.

Can Comply YES Exception

1.4 ELECTRIC HYDRAULIC PUSH-BUTTON CAB CONTROL:

1.4.1 A push-button control head suitable for mounting in the truck cab which shall be furnished to reposition the snowplow electrically or hydraulically from the operator’s position during snow removal operations.

1.4.2 Push-button control head shall have UP, DOWN, LEFT, RIGHT functions and to be cab plug in removable in cab.

1.4.3 Plug in weather tight electrical connection.

1.4.4 Hoses and lines shall be secured to a supportive structure at effective intervals by rubber-covered metal clamps attached by bolts.

1.4.5 Hoses, pipe and all other components conducting hydraulic fluid shall be compatible with all common hydraulic fluids.

Can Comply YES Exception

1.5 SAFETY PLAQUES OR DECALS:

1.5.1 Product safety plaques or decals shall be furnished and affixed at the operator’s station and at any hazardous area.

1.5.2 The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard.

1.5.3 Permanent plaques are preferred to decals.

1.5.4 Type, size and location of product safety plaques or decals shall be in accordance with current ANSI Z535.4 standard.

1.5.5 To have pole markers at ends of plow.

Can Comply YES Exception

1.6 Electrical / Lighting:

1.6.1 Lights and conspicuity tape to confirm to FMVSS, SAE, code and include the following:

1.6.1.1 To have plow and turn lights designed by manufacturer mounted to the plow with long life bulbs for the application.

1.6.1.2 Wiring must be pre-fabricated, sealed loom system, one piece runs with no internal splices with connections only in a junction box.

1.6.1.3 Electrical breaker and or fuse(s) to be automotive style, rated and approved by manufacture for all circuit system that apply.

Can Comply YES Exception
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1.7  **PAINTING:**

1.7.1 The units shall be power coat painted except for, rubber and those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted.

1.7.2 All surfaces of the dump body shall be cleaned to a condition that is free of welding slag, rust, and dirt prior to painting.

Can Comply YES Exception

1.8  **Spreader:**

1.8.1 Spreader to be poly material.

1.8.2 Variable spinner control in cab.

1.8.3 Salt capacity to be 400 lbs minimum.

1.8.4 To mount in receiver hitch.

Can Comply YES Exception

**PART IV: PRICING:**

1.  **Pricing:**

Pricing stated shall include all costs including but not limited to transportation, fuel surcharges, labor, and any other related cost.

Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building. Delivery further than that radius shall be charged at actual cost and shown as a separate line item on the invoice.

1.1 8’ poly plow

Example: Western model UTPY80

Installed on a 2013, STD Cab, Ford F250, 4WD

**Base Price 8’ Poly Plow** $3,000.00

**Price to Install -2013, STD Cab, Ford F250, 4WD** $760.00

**Make Quoted** Meyer

**Model Quoted** Lot Pro Poly
1.2 9’ industry standard steel plow  
Example: Western UTPT90

Installed on 2013, STD Cab, Chevy 3500, 2WD, Dual Rear Wheel.

**Base Price 9’ Industry Standard Steel Plow $3,200.00**

**Price to Install-2013, STD Cab, Chevy 3500, 2WD, Dual Rear Wheel**  $855.00

**Make Quoted**  Meyer 

**Model Quoted**  Lot Pro Steel

1.3 8 ½’ industry standard v-plow steel  
Example: Western model MFP

Installed on 2013, STD Cab, Ford F250, 4WD

**Base Price 8 ½’ Industry Standard V-Plow Steel $3,800.00**

**Price to Install-2013, STD Cab, Ford F250, 4WD**  $855.00

**Make Quoted**  Meyer 

**Model Quoted**  Super-V 8.5

1.4 Tailgate spreader installed on snowplow.  
Example: Western Model 1000

**Base Price tailgate spreader $800.00**

**Price to Install**  $260.00

**Make Quoted**  Meyer 

**Model Quoted**  BL400

2. **PARTS DISCOUNT**

2.1 Parts list title and date  WPL 8/1/13

2.2 Parts list percent discount  10%

2.3 Shop Labor Rate for repairs or installation  $95 per hour.
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PART IV: PARTS AND SERVICE

1. PARTS AND SERVICE

1.1 The Contractor shall have the capability to provide parts and make repairs within three (3) working days of written notification to proceed.

1.2 The bidder shall provide with the bid a list of authorized, factory-trained, service personnel that will provide warranty service during the contract term; and shall provide evidence of the factory certifications.

1.3 The bidder shall provide a listing of locations and contact information for each service center in Utah with a description of the service capabilities at each center.

PART I: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

PART VI: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. DELIVERY REQUIREMENTS

Delivery of the final and approved new equipment shall be no longer than 90 days after receipt of order.

Participants must specify delivery address information for the equipment being purchased.

2. DOCUMENTATION

2.1 Delivery must include Supplier’s Invoice, a Copy of Warranty(s) and an Operator’s Manual for each unit.

2.2 Operators Manual shall include start up procedure, check list for data collection, and shut down procedure.

2.3 Delivery must also include three (3) complete sets of parts lists and three (3) sets of shop (repair) manuals for each unit at no additional charge. CD’s are acceptable for shop repair manuals.

2.4 Delivery must also include one extra set of replacement filters for the entire unit.

3. ACCEPTANCE

3.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.

3.2 Acceptance inspection and performance testing will not take more than five working days, weather permitting.

3.3 The vendor will be notified within this time frame of any unit(s) that does not comply with the bid specifications.

3.4 If any unit(s) is canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
4. PAYMENT

4.1 Invoice(s) will not be approved for payment until all of the required spare parts, filters, documentation, and manuals have been received and the equipment has been accepted.

5. BID SUBMITTALS: Bidders must submit the following in Bidsync in order to have bids considered.

5.1 Complete equipment specifications and descriptive literature.

Submitted with bid YES Not Submitted with bid

5.2 Fill out Appendix A: Information Sheet

Submitted with bid YES Not Submitted with bid

Appendix A: Information Sheet

Respondent shall insert the requested information and return two copies.

8' industry standard Poly plow Steel
8' industry standard V plow
9' industry standard Steel plow

Dealer Info:
<table>
<thead>
<tr>
<th>Description</th>
<th>Meyer Lot Poly</th>
<th>Meyer SV-8.5</th>
<th>Meyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Schedule Rate or List and date:</td>
<td>8/1/13</td>
<td>8/1/13</td>
<td>8/1/13</td>
</tr>
<tr>
<td>Shop labor Rate non-warrantee items:</td>
<td>95.00</td>
<td>95.00</td>
<td>95.00</td>
</tr>
<tr>
<td>1. Snowplows Make Model:</td>
<td>Meyer Lot Poly</td>
<td>Meyer SV-8.5</td>
<td>Meyer</td>
</tr>
<tr>
<td>Lot Steel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Snowplow Weight Pounds:</td>
<td>912</td>
<td>900</td>
<td>843</td>
</tr>
<tr>
<td>Moldboard:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Constructed of what Gauge Steel:</td>
<td>312</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>Number of Vertical Braces:</td>
<td>6</td>
<td>8 (per wing)</td>
<td>6</td>
</tr>
<tr>
<td>Moldboard Height in inches:</td>
<td>32&quot;</td>
<td>30.5&quot;</td>
<td>32&quot;</td>
</tr>
<tr>
<td>Moldboard Length in inches:</td>
<td>96&quot;</td>
<td>102&quot;</td>
<td>108&quot;</td>
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<tr>
<td>Maximum Angle</td>
<td></td>
<td></td>
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<tr>
<td>Left, Degrees, Degrees</td>
<td>30 Degrees</td>
<td>29 Degrees</td>
<td>30</td>
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<tr>
<td>Right, Degrees, Degrees</td>
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<td>29 Degrees</td>
<td>30</td>
</tr>
<tr>
<td>Electric Hydraulic Push-Button Cab Control, Make: Model:</td>
<td>Meyer</td>
<td>Meyer</td>
<td>Meyer</td>
</tr>
<tr>
<td>Cutting Edge:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Replaceable Cutting Edge:</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Cutting Edge Constructed of High Carbon Steel:</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Cutting Edge Thickness in inches:</td>
<td>.5&quot;</td>
<td>.5&quot;</td>
<td>.5&quot;</td>
</tr>
<tr>
<td>Cutting Edge Height in inches:</td>
<td>6&quot;</td>
<td>6&quot;</td>
<td>6&quot;</td>
</tr>
<tr>
<td>Cutting Edge Length Feet:</td>
<td>8'</td>
<td>8.5'</td>
<td>9'</td>
</tr>
</tbody>
</table>
Trip Mechanism: & Yes & Yes & Yes  
Safety Plaques/Decals to be Installed on the equipment: & Yes & Yes & Yes  
How many months is warranty Period? & 24 months & 24 months & 24 months  
Does respondent agree to Warranty terms and conditions Specified in part II, Para. 14? & Yes & Yes & Yes  
If servicing dealer furnishes parts for minor repairs by State Personnel, will this affect the warranty? & No & No & No  
(If answer is "yes" please attach Explanation.)  
Does Dealer Maintain Inventory Of High Usage Parts? & Yes & Yes & Yes  

**FINET COMMODITY CODE(S):**  
765-61 - Snow Plows And/or Snow Wings, Vehicle Mounted  
765-66 – Spreaders, Truck Mounted (for Aggregates, Ice Control Materials, Seal Coatings, Etc.)

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**REVISION HISTORY:**