

Term Contract No. 765A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	765A	Aerial Device, Truck Mounted
Effective Dates	April 9, 2009 through April 8, 2012	
Bid Number	200900023	
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Last Updated	August 27, 2010	

1. General Information and Scope of Contract

SCOPE:

The scope of this contract is limited to Overcenter Articulating Aerial Device, Truck Mounted. This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

2. Taxes

Prices or discounts shown herein do not include any North Carolina sales or use taxes.

3. Abnormal Quantities

Any agency requirement that exceeds \$200,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s).
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s).
3. A separate Invitation for Bids may be issued for the requirement.

4. Minimum Orders

This contract will be for a minimum order of one for any single order.

5. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a

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manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

All ordering agencies are urged to call the contractor for a complete listing of tractor features prior to placing their order.

a. Order Placement Via E-Procurement (Catalog Items)

Click on the following link: **E-Procurement Users**

When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 765A.

Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.

After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down

When the item to be ordered has been located complete the requisition and issue the purchase order.

Please note that all purchase orders will go directly the manufacturer and not the local dealers. The manufacturers have arranged to forward the purchase orders to the local dealer.

To make sure that your purchase order reaches the correct dealer please put comments in the purchase order for the manufacturer giving the preferred dealer.

Note: Successful contractors may reduce prices by:

Increasing the discount offered to reduce prices for the entire line of product offered

Allowing additional discount(s) to the using agency

Special sales and/or promotions

Order Placement Via E-Procurement (Catalog Items)

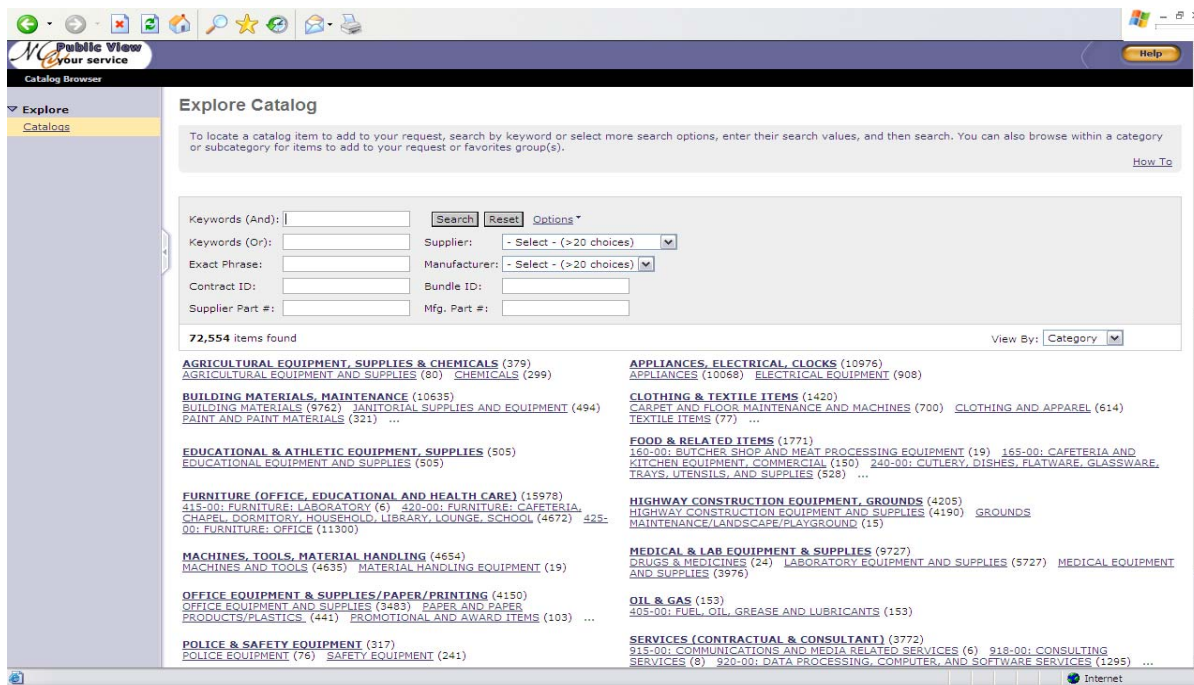
- Click on the following link: <https://buyer.ncgov.com>
- In the contract ID space type in the contract ID number, (##A) (example: 765A).
- Use the 'Options' dropdown to filter contract specifics
- When the item to be ordered has been located complete the requisition and issue the purchase order.

Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

E-Procurement Item Pricing:

- To View Pricing, go to Public View Catalog, <http://contracts.ncgov.com/>
- In the Contract ID field, type in ##A (example: 765A)
- Use the 'Options' dropdown to filter contract specifics



7. Delivery

Specific deliveries are requested and the State reserves the right to evaluate the delivery schedule offered as a factor in determining award of this contract. The State is requesting that the bidder complete delivery within 180-210 consecutive calendar days after receipt of purchase order, unless otherwise stated.

8. Transportation Charges

FOB destination any statewide location with all transportation charges prepaid and included in the price of the bid.

9. Price Lists and Catalogs

Product information, price lists and/or catalogs are available from the contractor in hard copy format upon request.

10. Contractors

All known minority, physically handicapped or women contractors, including dealers, will be identified with an "M", "H" or "W" as appropriate after their vendor number. This is being done in an effort to better recognize businesses owned and operated by these groups and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made whenever possible from any minorities, physically handicapped or women identified, consistent with agency needs and price.

Contractor Name	Address	Contact	Phone Fax	Terms (Days)
Piedmont Truck Center	PO Box 18109, Greensboro, NC, 27419	Spencer Wood srwood@trucks.yahoo.com	800.632.0218 336.668.2494	Net 30

11. Warranty

Aerial Device & Service Body: Bidder warrants that equipment furnished on this bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for twelve (12) months from respective dates the machines are put in operations. Such replacement is to include all parts, labor, freight, and travel to site where equipment

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is down (statewide locations). In addition, any specific provisions in the manufacturer's standard warranty which exceed the above requirement become part of the warranty on this contract.

Chassis: Each truck chassis is to be warranted bumper to bumper for a minimum 24 month period from date placed in operation, regardless of mileage. The successful bidder is responsible to furnish to the chassis manufacturer the required delay in-service date. The manufacturer's warranty shall cover all parts, labor and delivery of parts. There shall be a 12 month extended warranty on the drive train (engine, transmission and rear axle). The total manufacturer's warranty on the drive train shall be 36 months or 200,000 miles. During the warranty period the State shall not incur any cost of repair parts, labor, towing, freight and dealers travel to site where equipment is down (statewide locations). In addition, any specific provisions in the manufacturer's standard warranty which exceed the above requirement become part of the warranty on this contract.

Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the State. During the warranty period the State shall not incur any cost associated for transport of equipment needing repair.

The manufacturer(s) shall list the State of North Carolina as an authorized service account and warranty work may be performed by state employees when it is in the best interest of the State and with prior approval of the warrantor. Such work will be reimbursed at the Dealer's current labor rate and for the standard time allowed for the repair.

12. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

13. Other

QUALITY ACCEPTANCE INSPECTION: NON-DOT- Upon delivery of the item(s), (except non-state agencies as defined earlier) as called for herein, the contractor must request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305. Fax # (919) 807-4510.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

HAZARDOUS SUBSTANCE AND/OR OIL SPILLS:

Contractors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Contractor or their agent. This responsibility shall extend to freight carriers who were hired by the Contractor to deliver the commodity or service to the end user. While on end user premises, the Contractor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the

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public health, welfare AND/OR environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Contractor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

REPAIR PARTS DELIVERY:

Bidder shall maintain access to a complete inventory of repair parts for the offered equipment, located within the United States, for ten (10) years after the date of acceptance of the equipment. Critical repair parts from this inventory shall be received by the designated repair depot within five (5) working days after request. "Critical repair parts" are defined as those parts, which are essential for the safe and proper operation of the machine.

For critical repair parts, a penalty of \$68.34 per working day shall be levied against the bidder and deducted from parts invoice(s) for each working day that completed delivery is in excess of the five day limit. This penalty will only apply in cases where the parts order has been placed with the bidder. This penalty clause shall be in effect for three (3) years from date of acceptance of equipment offered on this bid.

The State may waive the above repair parts penalty in any instance where such non-performance, in the determination of the State, is due to factors other than those under control of the bidder and/or manufacturer.

After the three-year period, bidder performance with respect to promptness of repair parts delivery will continue to be monitored by the State. Failure of bidder, to perform acceptably at any time after the three-year period, may result in the vendor not receiving future awards.

TRAINING:

Training is required and the successful vendor shall provide a qualified representative to instruct the owners operators in the proper operation, routine maintenance, service and safety at time of delivery.

FIRE EXTINGUISHERS:

Fire extinguisher 3.11 lbs size shall be mounted on each unit in accordance with applicable National Fire Protection Association (NFPA) requirements.

**GENERAL SPECIFICATIONS-CONTACT CONTRACTOR FOR MORE SPECIFIC INFORMATION-
ORDERING AGENCIES ARE STRONGLY ENCOURAGED TO CONFIRM
SPECIFICATIONS WITH THE CONTRACTOR PRIOR TO PLACEMENT OF ORDER**

OVERCENTER ARTICULATING AERIAL DEVICE, TRUCK MOUNTED

This specification is to set forth the specific requirements for a minimum 42 foot as measured from ground to bottom of basket, hydraulically operated, overcenter articulating aerial device, equipped with a service body mounted on an appropriate truck chassis. All units shall meet applicable safety standards and regulations for truck mounted aerial devices that are in effect at time of manufacturing. The units shall be a current model under standard production by the manufacturer (not modified for this purchase) and furnished with the manufacturer's standard equipment whether stipulated herein or not.

AERIAL DEVICE REQUIREMENTS:

Mfg.: Terex Model: SC42

Model offered is a current model under standard production by the manufacturer (not modified for this purchase) and furnished with the manufacturer's standard equipment whether stipulated herein or not

- A. Aerial device shall be of the articulating over center design.
- B. Height from ground to bottom of basket: 42 feet Working height:47 feet
- C. The pedestal shall be the manufacturer's standard design with service access. The turntable structure shall consist of a minimum one (1) inch top plate and a minimum (1) inch bottom plate. The turntable shall be machined to ensure a flat mounting surface for the rotation bearing. The aerial device shall rotate 360 degrees continuous. The rotation gearbox shall have an extended shaft for manual rotation. The rotation drive assembly shall be adjustable permitting the ability to easily adjust backlash, reduce boom side play, and ensure proper tooth contact. The pedestal shall attach to the chassis frame utilizing a bolt-on technique.

360 degrees continuous rotation
rotation drive assembly is adjustable

- D. The lower boom shall be a fabricated, reinforced steel box structure with a minimum 12 inch long fiberglass insulator incorporated in the boom design. The outer surface of the insulator shall have a smooth white gelcoat finish and the inner surface shall be coated with polyurethane to seal the insert. The overall design of the boom shall offer the optimum strength for articulation of the unit. The lower boom articulation shall be within a range of 0° to 115°.

Boom articulation range: -5*-250*

- E. The upper boom shall have a steel lower end weldment, a filament wound fiberglass boom for electric isolation and a steel tip. The outer surface of the upper boom shall have a smooth white gelcoat finish. The upper boom articulation shall be within a range of 0° to 205°
The upper boom shall be of a "low stow design", storing for travel a minimum of 5° below horizontal of the lower boom. There shall be an upper boom storage cradle with an automatic boom latch for solid boom support in the stowed position. This automatic latch controlled from the basket. A nylon strap system will not be accepted.
Boom articulation range: 250*

- F. The basket shall be a one-man fiberglass basket 24 X 30 X 42 inches high with a minimum rated capacity of 350 pounds with liner installed. The basket shall be curbside mounted and rotate hydraulically 90 degrees from side to boom tip. A basket liner of 24 X 30 inches shall be furnished with a 50 KV rating (minimum) and secured to the basket by nylon bolts and nuts. The basket leveling shall be by positive mechanical parallelogram or by internal hydraulic system. The unit shall have a hydraulically operated basket dump for injury rescue or basket clean out. The control for the basket dump to be located with other ground level controls. The leveling system shall maintain the dielectric integrity of the aerial device and a level basket throughout the full range of boom movement. A tool tray of polyurethane material with a minimum size of 19 inches X 7 inches X 5 inches shall be furnished. The basket shall have a minimum of two steps with no metal reinforcing and a hard plastic cover furnished with cover tie down strap(s). Basket shall have weight limits indicated on all sides of basket

Rated basket capacity without liner: 400 lbs

Liner is furnished and rated for 50 KV.

Location of basket: Rear curbside

Basket has hydraulic basket dump

Size of tool tray: 17 1/8" x 7 1/8" x 6 3/4"

CONTROLS:

- A. The unit shall have hand operable controls located at the pedestal and the basket. The controls shall have fine metering capability to allow for work in close areas, the operator shall be able to make simultaneous multiple boom movements.
- B. The control located at the basket shall be a single lever pistol grip of the tiller type. This control shall activate lower boom (up/down), upper boom (up/down), and boom rotation (clockwise/counter clockwise). There shall be separate controls that are protected to prevent accidental actuation to operate the bucket rotation. Additional controls at the basket shall include engine start/stop and a 12 VDC emergency operating system.
- C. Conventional multiple lever ground controls located on the pedestal shall activate all of the same functions as upper controls. The ground controls shall include an upper control override switch and controls to operate the 12 VDC emergency operating system.

Emergency operating system operable from basket and ground

HYDRAULIC SYSTEM:

- A. The hydraulic pump shall be driven by a transmission mounted power take off and of sufficient size to operate the aerial device and the hydraulic tool circuit. The system to be of the pressure compensating pump design type. The hydraulic fluid reservoir shall have a minimum 25-gallon capacity and located at the front of the cargo area taking up minimal space. The control to engage the PTO shall be inside the truck cab and have a light indicating engagement.

Service body manufacturer: Trex Telelec

BODY DIMENSIONS:

132" Overall Length
93" Width
45" Height
18" Compartment Depth
57" Floor Width

ADDITIONAL REQUIREMENTS:

1. Top of compartments, to be covered with 14-gauge minimum tread plate full length and painted with black ferrox non-skid paint.
2. An automotive under coating shall be applied to body understructure before mounting
3. Body on cab and chassis.
4. Access arrangement to basket with appropriate number of steps and handrail to safely assist operator with entry and exit of basket.
5. Lights and reflectors to meet FMVSS # 108
6. Splash aprons and no logo mudflaps.
7. Grab handles and cablesteps, one on each side at rear of tailshelf.
8. All walking surfaces and steps to be covered with black ferrox non-skid paint. Grip strut metal type steps and cable steps will not require non-skid paint.
9. A tail shelf minimum 24" with tread plate surface is to be provided at bed level for the full width of the bed.
10. Provide pockets for two wheel chocks on the left side of body only and furnish wheel chocks.
11. The provision shall be provided to lock compartment doors on each side from one location with a padlock.
12. The bodies shall be furnished with compartment lights installed in each compartment. The wiring shall be in a protective loom with a single switch located in the cab.
13. The utility body shall have door header drip rails and automotive type non-porous door seals. A self adhesive or glued door seal is unacceptable.
14. All doors shall be double paneled with built in drainage and have a full length steel hinge rod.

Each unit shall be equipped with a pintle hitch.

TRUCK SPECIFICATION :

The truck chassis shall be a current year model under standard production. The engine is required to meet applicable EPA rules and regulations in effect at time of delivery.

Make:Ford Model:F750

Vehicle GVWR -33,000 pounds:

Wheelbase 158", Cab to Axle:84"

Brakes: Full air "S" Cam with desiccant type air dryer,

Offered Meritor QPlus Air Compressor Model Cummins

Size front 16.5 x 5 Capacity 18.7 CFM

Size rear 16.5 x 7 Low air warning

Conforms to FMVSS-121 in effect at time of order

Batteries: 2- 900 CCA minimum at zero (0) degrees F. Battery and cable shall comply with TMC105. Remote jump starting terminals shall be battery side mounted with color-coded covers. Wires shall be same gauge as battery cables.

Alternator: Minimum 130AMP. Leece Neville.

Engine: A full diesel, electronically controlled, minimum six (6) cylinders, gross torque minimum 605 lbs. ft. at mfg. engine rated RPM. Shall be SAE J1349 rated. The emission control system shall meet applicable Federal & N.C. regulations. NCDOT is requiring that units furnished throughout the contract period have engines meeting the US EPA requirements for highway emissions based on the horsepower rating. Emissions shall not exceed the NOx+NMHC/CO/PM regulation in effect at time of delivery. A certificate of conformity issued by the US EPA for the engine make and model bid is requested to be submitted with the bid. Cold weather starting aid is required.

In addition to standard engine oil and fuel filters a fuel water separator with sight glass is to be furnished. A cold weather starting aid and 110V thermostatically controlled engine block heater of sufficient wattage for engine offered is to be furnished. Engine torque rating shall allow startability at maximum GVWR to start and climb 20% percent grade when coupled with transmission, tires and rear axle required by this specification. Unit shall also have a minimum 2% gradeability at maximum GVW at 55 MPH. Fuel injection system (including pump seals) shall be compatible for use with low sulfur fuels. Engine warranty shall not be affected by the use of SAE 15W40 multi-viscosity oils intended for diesel engines. Engine must be capable of using B-20 diesel fuel.

Engine type Cummins Displacement 6.7L
Gross torque 620 at 1600 RPM.
Electric fuel/water separator with sight glass
Engine can use B-20 diesel fuel

Oil Filter: Full flow type./ By-pass Filter:

The bypass filter, shall be provided for the engine lubrication system at a location readily accessible for replacement and protected from damage during usual operation of the equipment. Amount of flow through the filters will be in accordance with the filter manufacturer recommendations.

Cooling System: Appropriate sized radiator with recovery tank, sufficient capacity for operation with air conditioning. Shall conform to SAE J1393 and mfg. requirements for on-off road application.

Fuel Tank: Single aluminum minimum 50 gallon left side under cab in front of battery box, with incorporated slip resistant step. Conform to all applicable standards for fuel tanks. An aluminized steel tank is not acceptable.

Gauges: Dial type oil pressure, temperature, voltmeter, fuel, air pressure, tachometer and hourmeter. Audible and visual alarm for high water temperature and low oil pressure. Shall have electronic speedometer. Gauges, ABS, and speedometer shall be RF shield, not interfere with, or be affected by, user mounted 2-way radios which operate in the range of 40 to 60 MHZ, or 150-160 MHZ.

Automatic Transmission and Manual type are offered.

Torque rating: _____

Wheels & Tires: Steel disc type wheels, 10-hole, hub piloted, 8.25-inch wide rims shall be used, front and rear. Rims shall conform to Tire and Rim Association guidelines. 11R22.5 steel belted radial, min. load range H, highway tread on front. Rear tires shall be 11R22.5, min. load range H, highway premium traction tread on rear. Shall have steel fabric belts. Body plys to be nylon, rayon, polyester, and/or steel. Manufacturer's standard rim color

Front Tires and Wheels: Mfr. Michelin, 11R22.5H XZE
Rear Tires and Wheels: Mfr. Michelin 11R22.5H-XDN2

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Lighting: There shall be an automatic device to turn on vehicle headlights only at a reduced voltage of approximately 80% when the ignition is turned on. The standard headlight switch shall over-ride the automatic switch, operating all lights in the normal manner at full voltage. Front and rear Class "A" directional signals, minimum five cab marker lights, & H.D. hazard switch. All lighting to be of the type approved by the N.C. Dept. of Motor Vehicles. All bulbs shall be shock mounted.

Cab: The cab shall be a conventional cab design equipped with factory-installed air-conditioning, tinted safety glass all around including windshield, handholds and steps for high cab applications. The passenger and driver seats shall be high-back six way adjustable, (National Cush-n-Aire or substantially compliant), and furnished with retractable lap and shoulder seat belts. Shall have cigar lighter, fresh air heater and defroster, door locks, right and left padded sunvisor, drivers side arm rest, map pocket, right and left cab access grab handles, and floor mat(s). Shall have an AM/FM radio, shielded to eliminate interference from State 2-way radio. The cab shall have non-glare interior.

Mirrors: Left side: West Coast type heated mirror with approx. 7" x 16" head with one convex mirror.
Right side: similar mirror to left except to be motorized by remote control within easy reach of the driver.

Left mirror: Size: 7 ½" x 16 ½" West Coast Heated

Right mirror: Size: Same as above, ,Motorized with remote control:

Power Steering

Safety: Vehicles are to include the necessary safety features to meet the applicable requirements of the Federal Motor Vehicles Safety Standards and requirements in effect at the time of purchase for heavy truck application.

The vehicle to be furnished with all applicable equipment and accessories as required by the Occupational Safety and Health Acts of both the United States and the State of North Carolina, and shall comply with all regulations, rules, standards and interpretations lawfully adopted thereunder.

MISCELLANEOUS: Any additional equipment or accessories listed in Manufacturer's current literature as standard but not listed in these specifications, must also be furnished.

All units shall be delivered with a completed 12 month Federal Highway Safety Inspection sticker properly affixed.

ADDENDUM

1	08/27/2010	Price increase approved