

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”) and **POWER EQUIPMENT COMPANY**, a Colorado corporation whose address is P.O. BOX 28, Denver, CO 80201 (“Contractor”).

RECITALS:

1. The City desires to obtain two (2) Volvo L-150G Wheel Loaders and associated equipment, and Contractor desires to provide that equipment to the City.
2. Payment for the equipment shall be financed through a separate lease-purchase agreement (the “LPA”) between the City and Chase Equipment Finance, Inc., (“Financer”).

AGREEMENT:

For and in consideration of the agreements contained, and subject to the terms and conditions stated, in this Agreement, the parties agree as follows:

1. **FORM OF AGREEMENT.** This Agreement shall consist of the terms and conditions stated in the following numbered Articles, together with those exhibits or attachments that are referenced and incorporated in such Articles. In the event that any conflict between the terms and conditions contained in this document and those contained in any exhibits or attachments shall occur, the terms and conditions of these numbered Articles shall be controlling.

2. **COORDINATION AND LIAISON:** Contractor agrees that during the term of this Agreement it shall fully coordinate the performance of this Agreement with the City, including the Manager of Public Works (“Manager”) or as otherwise directed by the City. Contractor understands that the Manager or designee is the City's representative or Project Manager under this Agreement through whom Contractor obligations performed under this Agreement shall be coordinated.

3. **EQUIPMENT AND WARRANTIES TO BE PROVIDED.**

A. Contractor shall provide to the City the equipment and warranties listed and described on **Exhibit A** attached hereto (hereinafter referred to as the “Equipment” and “Warranties”).

B. It is understood and agreed that the Equipment and Warranties associated with this Agreement that are being provided to the City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Agreement.

4. **SPECIAL PURCHASING TERMS AND CONDITIONS:** In addition to all other terms and conditions stated in this Agreement, Contractor shall comply with the following special purchasing terms and conditions:

A. Pricing is F.O.B. Denver, CO, delivered to the City facilities as set out on Exhibit A.

B. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City; and

such loss, injury or destruction shall not release Contractor from any obligation hereunder. Thereafter, risk of loss shall pass to the City and Financer as further described in the LPA.

C. Contractor agrees to furnish, upon the written request of the City, any additional information needed to substantiate or clarify the design and/or performance characteristics of the Equipment.

D. Contractor Invoices must include the following:

- (1) City contract control number.
- (2) Items listed individually.
- (3) Invoice number and date.
- (4) Requesting department name and "ship to" address.
- (5) Payment terms.

5. **TERM.** The term of this Agreement shall commence upon January 1, 2014, and expire on December 31, 2015.

6. **COMPENSATION.**

A. It is understood and agreed that the City has elected to lease/purchase/finance the Equipment and Warranties through the LPA. The City and Financer have also entered into an escrow agreement that together with the LPA provide for payment to the Contractor of the maximum amount stated herein subject to the procedure set out in the LPA. The Contractor's performance under this Agreement is expressly conditioned upon funding of the escrow agreement and proper payment as set out herein.

B. The total compensation payable to Contractor for acquiring and delivering the Equipment together with the Warranties shall not exceed the amount of **SIX HUNDRED AND SIXTY TWO THOUSAND SIX HUNDRED AND SIXTEEN DOLLARS (\$662,616.00)** (the "Maximum Purchase Amount"), payable directly to the Contractor by Financer. Title to the Equipment shall vest with Financer upon payment of the Maximum Purchase Amount to Contractor. Beneficial use of the Equipment and Warranties shall remain with the City.

C. The total compensation payable by the City to Contractor under this Agreement for the Equipment and Warranties shall not exceed Zero Dollars (\$0.00) (the "Maximum Contract Amount").

D. The total obligation of the City hereunder shall be limited to funds appropriated for the purposes of this Agreement by the Council of the City and County of Denver, paid into the Treasury of the City and encumbered for the purpose of this Agreement.

7. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by Contractor, time is of the essence.

8. **STATUS OF CONTRACTOR:** It is understood and agreed by and between the parties that the status of Contractor shall be that of an independent contractor and it is not intended,

nor shall it be construed, that Contractor or any employee or subconsultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

9. **TERMINATION OF AGREEMENT:** The City may terminate this Agreement at any time on thirty (30) days' notice if Contractor is in breach or default of the Agreement or if the underlying project or activity is canceled. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business. Contractor may terminate this Agreement upon ten (10) days prior written notice if (a) the City breaches this Agreement and the breach remains uncured for thirty (30) days after receipt of written notice of the breach, or (b) Financer fails to honor its obligations under the LPA.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

11. **EXAMINATION OF RECORDS:** Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor, involving transactions related to this Agreement.

12. **TAXES, PERMITS AND LICENSES:** Contractor agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and permits and all taxes. Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.

13. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action

arising hereunder shall be in the Denver County or Denver District Court in the City and County of Denver, Colorado.

14. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Contractor from City facilities or participating in City operations.

15. **ASSIGNMENT AND SUBCONTRACTING:**

A. Provided that the City shall have accepted the Equipment, the City shall not have the right to and shall not assert against any assignee of Financer or other registered owner of the Equipment any claim, counterclaim or other right the City may have against the Contractor.

B. None of the City's right, title and interest in any portion of the Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease all or part of such Equipment if (a) such sublease is to an agency or department of, or a political subdivision of, the State or (b) the City obtains the prior written consent of Financer and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Financer that such subleasing will not adversely affect the exclusion of the interest components of the rental payments made to Financer under the lease-purchase transaction referenced herein from gross income for federal income purposes. Any such sublease of all or part of any Equipment shall be subject to the lease-purchase transaction with Financer and the rights of Financer in, to and under such transaction with respect to the Equipment.

C. The City is otherwise not obligated or liable under this Agreement to any party other than the Contractor named herein. Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

16. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

17. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado

and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, and Auto Liability, Contractor and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, Contractor’s insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

K. City's Insurance. The City is self-insured pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., and shall not be required to obtain any liability, fire, casualty or other insurance as a result of this Agreement. Neither shall any contrary statement contained in any attachment or exhibit hereto be construed to shift the risk of loss or liability to the City.

18. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. In the event of any claim to the City concerning infringement or violation of a third party’s intellectual property rights, the City will endeavor to promptly notify Contractor in writing of any such claim and will cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (1) contest, (2) settle, (3) procure for the City the right to continue using the Equipment, software, or services, or (4) modify or replace them to be non-infringing (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If none of the foregoing options is reasonably possible, then Contractor will

refund a pro-rata portion of the amounts paid hereunder with respect to the Equipment, software, or services (based on the expected life thereof) and reimburse the City for all reasonable expenses for removal and replacement of the Equipment or software. Contractor is not liable for any infringement-related liabilities based upon modifications to the Equipment or software made by the City without Contractor's consent or being used or sold with products not provided by Contractor and made without Contractor's consent.

19. **CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

20. **NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors and suppliers. It is otherwise the express intention of the City and Contractor that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. **TRADE SECRETS AND CONFIDENTIAL INFORMATION:**

A. Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters related to this Agreement which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

B. In the event that this Agreement or any exhibit or attachment is the subject of an open records request by a third party under Colorado law, the City will notify Contractor of such request. If Contractor believes that any material furnished to the City under this Agreement is not subject to disclosure, it shall take whatever action it deems necessary or appropriate to obtain a court order from the Denver District Court to preclude such disclosure by the City.

22. **DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et. seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 2 hereof.

23. **TAXES, CHARGES AND PENALTIES:** The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.

24. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

25. **SEVERABILITY**: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS**: The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

27. **AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS**: This Agreement, together with the LPA, are intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

28. **LEGAL AUTHORITY**:

A. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

29. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

30. **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that

the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

31. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Manager of Public Works or Designee
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

33. **COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of

the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

34. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

35. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

36. **CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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**EXHIBIT A
EQUIPMENT PURCHASED**

<u>Quantity</u>	<u>Item</u>	<u>Price</u>
2	Volvo L-150G Wheel Loader	\$331,308
TOTAL PURCHASE AMOUNT:		<hr/> \$662,616.00

Specifications of equipment, training, and warranties to be provided by Contractor are set out on the attached pages, which together with this cover sheet constitute **Exhibit A**.

Contractor shall deliver the vehicles in one batch, the timing of which shall be agreed to between the Contractor and the City. The Contractor shall be paid pursuant to an Acceptance Certificate for the one completed batch delivered. Delivery shall be completed no later than November 15, 2014.

Deliver shall be to 5440 Roslyn Street, Denver, CO 80216.

CCD_LOI_PECO_LOADER_EXHIBIT_11-4-2013

FORMAL PROPOSAL # 6994
HEAVY EQUIPMENT MARCH-2013
CONFIGURATION #2 REF. 13-118

Reference No.: 13-118

CITY AND COUNTY OF DENVER
Technical Specifications and Bid Items
For a
Trash Transfer Station Articulating Wheel Loader

- 1.0 General Description**
A new current production year, Caterpillar 966K wheeled trash transfer station loader with a transfer station-purpose trash blade, soft ride full rubber tire and a minimum operating weight of 53,300-lbs. or approved equal. The wheel loader shall be suitable for working trash piles and pushing trash into the City's trash transfer trailers at the City's trash transfer station. All bidders shall provide a demonstration with their current 2013 production model. The demonstration/evaluation will review the viability of the trash transfer station wheel loader in City operations
- 1.1 Standard Factory Equipment**
All standard factory equipment shall be included with the equipment; no deletions of standard factory equipment will be permitted unless specifically superseded in these specifications. Accessories not specifically mentioned herein but necessary to furnish a complete unit ready for use shall also be included.
- 1.2 Government Requirements (where applicable)**
The vehicle/equipment shall be built to, and perform in accordance with, all the requirements of the latest edition of the following standards and specifications:
- FHWA, Federal Highway Administration
 - SAE, Society of Automotive Engineers Specifications
 - FMVSS, Federal Motor Vehicle Safety Standards
 - DOT, Department of Transportation Regulations
 - AWS, American Welding Society Standards
 - PUC, Public Utilities Commission (Colorado)
- 1.3 Workmanship and Durability**
Workmanship throughout the equipment shall conform to the highest standards. Durability shall be sufficient to allow safe and efficient operation of the equipment.
- 1.4 Completion of Bid Items and Alternates**
Vendor shall complete each line item in "Offered Equipment" and "Cost" columns in the following manner:
- A. Provide vehicle/equipments technical information: in "Offered Equipment" provide technical information as requested and provide cost of item in "Cost" column.
 - B. Included Standard Equipment: in "Offered Equipment" column provide technical information as requested for standard equipment in, "Cost" column write NC for "No Charge".
 - C. Differences: in "RED" ink in "Offered Equipment" column adjacent to Description of Equipment provide information on the item being offered, in "Cost" column provide cost if there is a bid item cost.

Reference No.: 13-118

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Vendor/Sub Vendor:



<p>F. Break Out Force:</p> <p>1. Minimum loader breakout force shall be 40,600-lbs.</p>	<p>Break Out Force: <u>41,050</u> lbs</p>	
<p>G. Dump Requirements Extended Reach:</p> <p>1. Dump height @ 45° bucket angle: 9'-8"</p> <p>2. Dump reach @ 45° bucket angle: 4'-1"</p>	<p>Dump Height: <u>9.61</u>"</p> <p>Dump Reach: <u>N/A</u></p>	
<p>H. Loader Dimensions Approximate:</p> <p>1. Overall height, top of cab: 11'-7"</p> <p>2. Overall width, outside of tires: 8'-6" or 102"</p> <p>3. Overall length: 28'-5"</p> <p>4. Wheelbase: 11'-3"</p> <p>5. Distance from CL rear axle to rear of counter weight: 7'-2"</p> <p>6. Ground Clearance: 1'-6"</p> <p>7. Turning Radius (tires outside): 21'-11"</p> <p>8. Loader clearance circle with 5.5 yd³ general purpose dirt bucket in carry position: 48'-5". Bucket for reference dimension comparison</p> <p>9. Dump clearance: 9'-6"</p> <p>10. Overall height, top of bucket fully raised: 19'-4"</p> <p>11. Digging depth @ 0° bucket angle: 5"</p> <p>12. Reach arm horizontal bucket flat: 9'-1"</p> <p>13. Bucket track-back angle 50° in carry position:</p> <p>14. Draw bar and pin height: 3'-2"</p>	<p>Overall Height: <u>140.6</u>"</p> <p>Overall Width: <u>116.5</u>"</p> <p>Overall Length: <u>23.19</u>"</p> <p>Wheelbase: <u>139.8</u>"</p> <p>Axle to Counter weight: <u>N/A</u></p> <p>Ground Clearance: <u>18.5</u>"</p> <p>Turning Radius: <u>21.8</u>"</p> <p>Clearance Circle: <u>48'</u></p> <p>Dump Clearance: <u>9.6</u>"</p> <p>Bucket Height: <u>23.85</u>"</p> <p>Digging Depth: <u>5</u>"</p> <p>Horizontal Reach: <u>9.1</u>"</p> <p>Rack-Back Angle: <u>66</u>°</p> <p>Draw Bar Height: <u>3.2</u>'</p>	
<p>I. Loader Cycle Times Approximate: (empty and full bucket)</p> <p>1. Raise Full Bucket: 5.9 seconds</p> <p>2. Bucket Dump: 1.6 seconds</p> <p>3. Bucket Lower and Float: 2.4 seconds</p> <p>4. Full Cycle time: 9.9 Seconds:</p>	<p>Empty <u>5.9</u> seconds Full <u>5.9</u> seconds</p> <p><u>2.9</u> seconds <u>2.0</u> seconds</p> <p><u>1.6</u> seconds <u>1.6</u> seconds</p>	
<p>J. Bucket Waste Handling:</p> <p>1. Bucket capacity: 4.75-yard struck, SAE rated Waste Handling type with pin connection.</p> <p>2. Width (120) <u>120</u> wide Waste Handling Bucket with BOCE (bolt on cutting edges) type.</p> <p>3. The Waste Handling bucket shall have a waste spillover guard on top of the bucket with:</p> <p>a. Perimeter heavy duty frame with 4 minimum vertical reinforcements running between the top edge of the bucket and the top perimeter frame.</p> <p>b. A fine heavy-duty mesh screen that will permit good trash visibility but prevent trash from sticking/trapping on the screens shall be between the top of the bucket and the perimeter frame.</p> <p>4. Reversible segmented bolt-on cutting edges.</p>	<p>Make: <u>Valvo</u> Model: <u>N/A</u></p> <p>Bucket Type: <u>Reuse</u></p> <p>Bucket Width: <u>125</u>" Capacity Heaped: <u>99</u> yds³</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Reinforcements <input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Quantity of Reinforcements: <u>4</u></p> <p><input checked="" type="checkbox"/> No</p>	<p>5 CUBIC YARDS</p> <p>\$ <u>0</u></p> <p>\$ <u>0</u></p> <p>\$ <u>0</u></p> <p>\$ <u>0</u></p>

5.	The bucket shall have: a. Segmented bolt on straight cutting edges b. Side wear plates c. Bucket corner end guards d. Skid plates on the bottom of the bucket	Yes Yes Yes Yes	No No No No Thickness of Plate: <u>N/A</u>	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u>
K.	Loader Control 1. Joystick loader control valves. a. Bucket up/down/hold b. Bucket tilt back/forward/hold c. Bucket float control system 2. Loader controls console mounted just to right of operator's seat.	Yes Yes Yes Yes Yes	No No No No No Location: <u>Rt side of operator</u> Type Linkage: <u>T.P.</u>	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u>
L.	Loader Linkage: 1. Z-Bar loader linkage for bucket. 2. Two lift cylinders with 2 tilt cylinder design.	Type Linkage: Yes	No	\$ <u>0</u>
M.	Oil Sampling Valves: 1. Engine. 2. Transmission. 3. Hydraulic oil.	Yes Yes Yes	No No No	\$ <u>0</u>
N.	Ecology Fluid Drains: 1. Ecology drains to prevent spillage for engine, transmission, hydraulics, radiator, fuel and radiator.	Yes	No	\$ <u>0</u>
O.	Keys, Ignition, Door, and Other, 5 sets.	Yes	No	\$ <u>100.00</u>
P.	First Service Filters: 1. One (1) complete set of OEM filters to change and service all loader systems, engine, transmission, hydraulic and cab.	Yes	No	\$ <u>0</u>

TWO LEVER CONTROL

2.2 Engine

Description of Equipment	Offered Equipment	Cost
<p>A. Diesel Engine:</p> <ol style="list-style-type: none"> 1. Engine type: 6-cylinder, 9.3L (568 in³), 4-stroke, turbo-charged after-cooled, direct injected, liquid cooled diesel engine. 2. Power: 267 hp net minimum at 1,800-rpm. Minimum Peak Net Torque of 940-lb/ft at 1,400-rpm. 3. Engine Fully Rated to 10,000 ft altitude: 4. EPA Tier 4 emissions certification. 5. Approved for and capable of operating on City B-20 biodiesel fuel. 	<p>Make: <u>Volvo</u> Model: <u>D13H-E</u> Net HP: <u>295</u> @ <u>1300</u> rpm Net Torque: <u>1050</u> @ <u>1380</u> rpm</p> <p><input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No</p>	<p>\$ <u>0</u></p>
<p>B. High Ambient Cooling Package to include:</p> <ol style="list-style-type: none"> 1. Radiator shall be center/front mounted to protect the radiator from damage. 2. Cooling system with coolant recovery tank capable of maintaining engine manufacturer's recommended operating temperatures at an elevation of 6,800' in 120° F low humidity ambient conditions shall be provided. 3. Coolant protection shall be -34° F. 	<p><input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No</p>	<p>\$ <u>0</u></p>
<p>C. Coolant Water Filter:</p> <ol style="list-style-type: none"> 1. Spin on type. 	<p><input checked="" type="checkbox"/> Yes No</p>	<p>\$ <u>0</u></p>
<p>D. Air Filtration:</p> <ol style="list-style-type: none"> 1. Trash pre-cleaner for waste operations 2. Dry type radial-seal air cleaner with primary and secondary element. 3. Engine pre-cleaner system: 4. Dust evacuator system. 5. Air Inlet restriction indicator located in cab. 	<p><input checked="" type="checkbox"/> Yes No Type of Air Filtration: <u>dry-type</u></p> <p><input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No</p>	<p>\$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u></p>
<p>E. Engine Fan:</p> <ol style="list-style-type: none"> 1. Hydraulic fan drive. 2. Automatic reversing fan to blow out the radiator. 3. Fan guard to prevent injury. 	<p>Type of Fan Drive: <u>hydraulic</u></p> <p><input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No</p>	<p>\$ <u>0</u> \$ <u>0</u></p>
<p>F. Ecological Oil Drains:</p> <ol style="list-style-type: none"> 1. Oil drains shall be easy to access from ground level on outside of frame. 2. Engine 3. Transmission 4. Hydraulic Oil 	<p><input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No</p>	<p>\$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u></p>

<p>G. Fuel Tank and Heaters:</p> <ol style="list-style-type: none"> 1. Fuel tank 100 gallons: 2. The fuel filter shall be heated to prevent waxing of the fuel during cold weather operation. 3. The fuel line shall be heated to prevent waxing of the fuel during cold weather operation. 4. 24-volt DC. 5. Switch shall be the illuminated type mounted in the dash in an auxiliary switch position. 	<p>Fuel Tank: <u>88.5</u> gallons Make: <u>Volvo</u> Model: <u>OEM</u> Type of Heater System: _____ Make: <u>NA</u> Model: _____ Type of Heater System: _____ Voltage: <u>24</u> Yes <input checked="" type="checkbox"/> <u>NO</u> automatic</p>	<p>\$ <u>Ø</u> \$ <u>Ø</u> \$ <u>Ø</u></p>
<p>H. DEF Tank (if Required to meet Tier 4 emission standards):</p> <ol style="list-style-type: none"> 1. The DEF (diesel exhaust fluid) 10.8 gallons usable. 2. The DEF tank shall be heated to prevent freezing of the DEF during cold weather operation and reheat frozen DEF within 30 minutes of machine operation. 	<p>NP Usable Capacity: <u>NP</u> gallons Yes _____ No _____</p>	<p>\$ <u>Ø</u></p>
<p>I. Cold weather starting aids on engine.</p> <ol style="list-style-type: none"> 1. Block heater, Phillips "Zero-Start" 120VAC, 1500 Watt, engine coolant temperature controlled to: <ol style="list-style-type: none"> a. Turn "on" at 40°F engine coolant temperature. b. Turn "off" at 55°F engine coolant temperature. 2. The plug-in station shall have 2 LED indicator lights to: <ol style="list-style-type: none"> a. Light when plugged into "hot line" to show "hot line is energized. b. Light when engine coolant drops below 40°F. 3. Plug-in shall be at the rear of the loader and be protected from mechanical and weather damage. 4. Cold weather starting assist. 	<p>Make: <u>Volvo</u> Model: <u>OEM</u> On Temperature: <u>NO</u> Off Temperature: <u>NA</u> Yes <input checked="" type="checkbox"/> <u>NO</u> Location: <u>center of machine</u> Yes <input checked="" type="checkbox"/> <u>NO</u> Type: <u>grid air pre-heat</u></p>	<p>\$ <u>Ø</u> \$ <u>Ø</u> \$ <u>Ø</u></p>

2.3 Transmission and Drivetrain

Description of Equipment	Offered Equipment	Cost
<p>A. Power shift countershaft transmission with:</p> <ol style="list-style-type: none"> 1. 4-speed, 4-speeds forward and 4-speeds reverse with lock-up torque converter. 2. Soft-Shift to assure shockless speed and direction changes in all operating conditions. 3. Auto-shift with mode select system on right control panel. 4. Transmission capable of making speed and direction changes at full speed without engine deceleration. 5. Transmission kick-down switch to shift from 2nd to 1st gear both forward and reverse without removing hands from joystick control. 6. Transmission electronically monitored in cab. 	<p>Transmission Speeds: Forward: <u>4</u> Reverse: <u>4</u> Yes <input checked="" type="checkbox"/> <u>NO</u> Location: <u>right panel</u> Yes <input checked="" type="checkbox"/> <u>NO</u> Yes <input checked="" type="checkbox"/> <u>NO</u> Yes <input checked="" type="checkbox"/> <u>NO</u></p>	<p>\$ <u>Ø</u></p>

2.3 A.7 - RIDE CONTROL ADDED

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Description of Equipment	Offered Equipment	Cost
B. Differentials: 1. Limited-slip differentials front and rear. 2. Front axle limited slip or locking: 3. Rear axle standard differential limited slip	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Differential Type: <u>locking front, limited slip</u> Explain Operation: <u>bucket on floor</u> Explain Operation: <u>Automatic</u>	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u>
C. Axle Oscillation: 1. Front axle Fixed 2. Rear axle center-pin support semi-floating with + - 13° oscillation.	Fixed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Oscillation: <u>15</u> °	\$ <u>0</u>
D. Machine Lubrication: 1. Lubrication manifold, central location and easy to use for lubricating all hard to reach location.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u>0</u>
E. Brakes: 1. Hydraulic wet 2. Outboard disc system.	Type of Brake System: <u>hydraulic wet</u> Disc Location: <u>Outboard</u>	\$ <u>0</u>

2.4 Hydraulic System

Description of Equipment	Offered Equipment	Cost
A. Hydraulic Reservoir: 1. Hydraulic reservoir, 52-gallons, 5 psi pressurized minimum with oil level and temperature gauge, shut-off valves and magnetic drain plug. 2. Hydraulic oil shall be ISO Grade 32 multi-viscosity with a -40°F pour point. 3. Hydraulic system shall maintain oil temperature at no more than 90°F above ambient temperature.	Reservoir Size: <u>41.2</u> gallons Pressurized: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Shut Off Valves: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Magnetic Plug: <input checked="" type="checkbox"/> Yes Hydraulic Oil Grade: <u>32 multi-viscosity</u>	\$ <u>0</u>
B. Hydraulic Cycle Times: 1. Raise Full Bucket: 5.9 seconds 2. Dump: 1.6 seconds 3. Lower Empty Bucket: 2.4 seconds 4. Full Cycle time: 9.9 Seconds	Raise: <u>5.9</u> seconds Dump: <u>2.0</u> seconds Lower: <u>3.7</u> seconds Total: <u>11.6</u> seconds	
C. Hydraulic Filtration: 1. Pressure line 2. Return line replaceable with bypass mode indicator light, easy to access for replacement. 3. Suction strainer 100-micron. 4. Suction and pressure shut-off valves shall be installed.	Micron Rating: <u>100</u> Micron Rating: <u>No</u> Micron Rating: <u>100</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u>

Vendor/Sub Vendor:

D.	Hydraulic Test Ports: 1. Hydraulic system test ports shall be provided for each circuit. Test port connections shall be compatible with the Parker Hannifin PD	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u>
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2.5

Electrical System:			
	Description of Equipment	Offered Equipment	Cost
A.	Electrical System: 1. Alternator 24-volt 65-amp output. 2. 24-volt DC main system. 3. 12-v DC converter for auxiliary equipment.	Amp Rating: <u>60 amp</u> System Voltage: <u>24</u> <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u>
B.	Converter: 1. 24-volt DC to 12-volt DC rated at 25-amps. 2. Radio tap. 3. Power point receptacle.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u>
C.	Batteries: 1. Two 12-volt in series with 900 CCA each, maintenance free type.	Battery Rating: <u>1000 CCA</u> Battery Quantity: <u>2</u>	\$ <u>0</u>
D.	Electrical Wiring: 1. Main harness shall be fully sealed with DT connectors. 2. Electronic controller shall be fully sealed with DT connectors.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u>
E.	Electric Horn. 1. Front for loader operation	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u>
F.	Back-up alarm. 1. Back-up alarm, 107 dBA, SAE type B, fully sealed, wired into vehicle's backup light system using OEM plug-in adapter. 2. The alarm shall be mounted in a protected location to prevent damage.	dBa Rating: <u>107</u> <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u>
G.	Lights 24-Volt DC. 1. Work lights shall be OE cab only mounted on heavy-duty U-mount pedestal brackets. Lights shall be mounted to minimize vibration and light case failure. 2. The work lights shall have heavy-duty protective guards installed to protect the lights from damage. 3. Work lights LED all locations. 4. Front, 4 LED cab mounted work lights mounted: a. Top front outer corners of the cab 1 light per side b. Top front mid lights evenly spaced on front of cab 2 lights 5. Rear, 4 LED cab mounted work lights mounted: a. Top rear outer corners of the cab 1 light per side b. Top rear mid lights evenly spaced on rear of cab 2 lights.	Make: <u>Valvo</u> Model: <u>GEN</u> <input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u>

STRIKED AND REPLACED*

*Work lights shall be: (4) top front facing LED lights, (4) rear facing LED lights, (2) 2 rear/side facing LED lights mounted on rear fender, (2) LED work lights mounted on top of front headlights, 2 LED lights mounted in rear grill, 2 LED side lights mounted under steps, and 1 Whellan LED strobe with branch guard.

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H.	6. Work Light Switches a. All work light groups/pairs shall be on an individual lighted switch b. Location of the switches in the cab easy for the operator to turn on and off. 7. Turn signals LED (Light Emitting Diode), 4-way flashers and brake lights on front and rear of the machine. 8. Strobe Light: a. The strobe light with brush guard shall be mounted above the top of the cab. b. The strobe light shall be a Whellen Model L360 Super LED 360° beacon with branch guard L360BGB, 1 required c. The strobe light shall be easy and quick to rotate/drop below the cab top for protection against low tree branches. d. The lighted light switch shall be mounted in the dash through the auxiliary switch mounting holes with approved connections.	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u>						
		<input checked="" type="radio"/> Yes <input type="radio"/> No		\$ <u>0</u>					
		<input checked="" type="radio"/> Yes <input type="radio"/> No			\$ <u>0</u>				
		<input checked="" type="radio"/> Yes <input type="radio"/> No				\$ <u>0</u>			
		<input checked="" type="radio"/> Yes <input type="radio"/> No					\$ <u>0</u>		
		<input checked="" type="radio"/> Yes <input type="radio"/> No						\$ <u>0</u>	
		<input checked="" type="radio"/> Yes <input type="radio"/> No							\$ <u>0</u>
		<input checked="" type="radio"/> Yes <input type="radio"/> No							
Proposed Location: <u>under steps</u> <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>0</u>								

STRIKED AND REPLACED*

2.6

Tires and Wheels:

Description of Equipment		Offered Equipment		Cost
E.	Tires: 1. Tires and wheels shall be 26.5" x 25" SETCO "Junk Yard Dog" (tire 69" OD with 15" rubber) soft-ride, solid tire with smooth (slick) tread design and rebuildable heavy-duty rim. 2. Tire shall be constructed from 100% natural rubber with high carbon-black content and imbedded 70,000-psi steel wire. The tire shall be bonded to the heavy-duty rim. 3. Each tire/wheel assembly shall weigh approximately 3,750-lbs. 4. No Approved Equals.	Make: <u>SETCO</u> Model: <u>Striked Junk Yard Dog</u>	Yes No Yes No	\$ <u>0</u>
		Make: <u>ADDED 26.5 X 25 MICHELIN</u> Model: <u>XHA</u>	Yes No Yes No	\$ <u>0</u>

2.7 Interior

Description of Equipment	Offered Equipment	Cost
<p>A. EROPS Cab meeting OSHA and MSHA requirements with ROPS/FOPS system. ROPS and FOPS shall meet applicable SAE and ISO standards.</p> <p>1. Cab shall not be louder than 68-dB (A) when measured using SAEJ919 standards.</p> <p>2. Windows, shall open for ventilation, side windows shall be the hinged type.</p> <p>3. Cab floor shall be sweep-out design for easy cleaning.</p>	<p><input checked="" type="checkbox"/> Yes No</p> <p><input checked="" type="checkbox"/> Yes No</p> <p><input checked="" type="checkbox"/> Yes No</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>B. Cab Ventilation factory installed to include:</p> <p>1. Air pre-cleaner</p> <p>2. Cab shall be pressurized to reduce dust and dirt entry.</p> <p>3. Air conditioning R-134 A/C system (OEM only) with cold box.</p> <p>4. Heater 30,000-BTU minimum.</p> <p>5. Fan 3-speed with adjustable vents.</p> <p>6. Defroster fans front and rear.</p>	<p><input checked="" type="checkbox"/> Yes No</p> <p><input checked="" type="checkbox"/> Yes No</p> <p><input checked="" type="checkbox"/> Yes No</p> <p>Heat BTU's: <u>40,000</u></p> <p>Speeds: <u>1st/2nd/3rd</u></p> <p><input checked="" type="checkbox"/> Yes No</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>C. Windshield Wipers and Washers to include:</p> <p>1. Windshield.</p> <p>2. Rear window.</p>	<p><input checked="" type="checkbox"/> Yes No</p> <p><input checked="" type="checkbox"/> Yes No</p>	<p>\$ _____</p> <p>\$ _____</p>
<p>D. Operator Controls to include:</p> <p>1. Articulated Joy Stick power steering to include: STRIKED</p> <p>a. Quick response for working in tight area trash transfer stations and recycle locations with trash/recycle piles etc and lots of tight turning. Steering shall be:</p> <p>1) Joy stick steering (left hand side).</p> <p>b. Load-sensing steering to match steering response to application.</p> <p>2. Seat deluxe air suspension heated, contour cloth type with fold-up armrests and retractable seatbelts. Seat shall be adjustable fore/aft, height and seatback angle, with operator weight settings.</p> <p>3. Speedometer and engine tachometer.</p> <p>4. Gauges shall include: engine coolant temperature, brake air pressure, fuel level, voltmeter and hour meter.</p> <p>5. Switches shall be backlighted for easy identification at night.</p> <p>6. Total machine monitoring system function to keep the operator informed of all machine functions at a glance.</p>	<p><input checked="" type="checkbox"/> Yes No</p> <p>Type of Steering: <u>CDR; comfort drive control</u></p> <p>Explain How It Works: <u>joy stick steering</u></p> <p><input checked="" type="checkbox"/> Yes No</p> <p><input checked="" type="checkbox"/> Yes No</p> <p><input checked="" type="checkbox"/> Yes No</p> <p><input checked="" type="checkbox"/> Yes No</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

Description of Equipment	Offered Equipment	Cost
3. All wiring shall be totally sealed with sealed locking connections to prevent corrosion. 4. All wiring shall be routed to prevent damage to the wiring.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Ladders: 1. Ladders and steps shall be heavy-duty for waste operations 2. The ladder shall have slip-resistant rungs 3. Ladders shall be on both sides of the machine. 4. Ladders shall, be provided for easy cleaning of the windows/windshield 5. The lower rungs shall be impact/damage resistant.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Location: <u>both sides</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u>0</u>
D. Fenders: 1. Fenders narrow side shield type heavy-duty, impact resistant plastic or steel type on the sides of the front and rear tires to deflect trash, water, mud etc off of the windows, ladders and sides of the loader.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No FENDERS TO MATCH WIDTH OF TIRES	\$ <u>0</u>
E. Lifting Eyes: 1. Securement eyes on all four corners of the frame that will be used to tie down loader onto the trailer for transporting.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u>0</u>
F. Exterior Mirrors: 1. Mirrors heated exterior convex mirrors one per side.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u>0</u>
G. Fire Extinguisher: 1. A 10-lb fire extinguisher shall be mounted outside the cab for easy access and lockable to prevent theft.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 5LB Extinguisher	\$ <u>0</u>
H. Vandalism Package: 1. An Anti Vandalism Lockup kit on all doors, radiator, hydraulic and engine fill ports, with all locks provided and keyed a like shall be provided.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u>0</u>
LOADER SUB TOTAL COST		\$ 347,287.00



3.0 Dealer Provided Optional Equipment and Quality Standards

3.1 Electrical Systems:

- A. All non-factory wire connections (splices, connectors, etc.) shall be soldered and shrink tube insulated with adhesive/meltable sealant, thick wall polyolefin shrink tubing (3M EPS-300 or equal). No non-factory crimp connections allowed. No cutting or splicing into the factory wiring harnesses allowed.
- B. All accessories (strobe lights, operator controls, light bar, etc.) shall be wired through a 12-VDC constant-duty solenoid and controlled by bus bar mounted and permanently labeled auto-resetting circuit breakers. The solenoid shall be wired to the key switch.
- C. All dealer/vendor installed items, which require connecting into the vehicle's electrical system shall be done using an OEM factory modified wiring kit whenever possible.
- D. All non-factory wiring shall be encased in a totally sealed wiring harness (no plastic split loom) to prevent corrosion from magnesium chloride. The wiring harness shall be well secured to the truck with neoprene aircraft stainless steel tubing clamps. Rubber grommets shall be used at all areas where the wiring passes through areas that could damage the wiring. Unprotected wiring in any application is unacceptable.
- E. Electrical cables and wiring harnesses shall be neatly run and clamped with neoprene aircraft stainless steel tubing clamps. Clamp spacing shall not exceed 18-inches.
- F. Dielectric grease shall be applied to all electrical plug terminals and connections to reduce corrosion.

3.2 Fasteners:

- A. Grade 5 (SAE or USS) or 8.8 (metric) minimum, bolts, nuts, washers minimum. Vendor shall use Grade 8 or 10.9 for all critical areas or where good engineering practice suggests.
- B. All fasteners shall be zinc plated to prevent corrosion.
- C. Anti-Seize: all fasteners shall have Fel Pro C5A Anti-Seize compound applied before assembly to prevent corrosion, rusting, galling and aid in equipment servicing and repair.
- D. All fasteners shall be of appropriate length, diameter and strength (grade) for the application.
- E. Bolts and screws shall extend a minimum of 1-1/2 threads beyond the nut and maximum of 6 threads past the nut.
- F. Flat washers shall be used under bolt heads and nuts.
- G. Lock nuts (nylon insert, metal, slotted, castle nuts) shall be used lock-washers are not acceptable.

3.3 Hydraulic Systems:

- A. All hydraulic circuits shall be pressure relief protected.
- B. Hydraulic hoses shall be Parker ST-451 (tight bend radius) 2-wire braid hose meeting SAE-100R17 specifications where the hose meets operational criteria or approved equal.
- C. Hydraulic hoses shall have swivel fittings on both ends. Hose ends shall be located to facilitate easy component replacement.
- D. High-pressure hydraulic hose shall not be used for suction lines.
- E. Close/tight radius 90° elbow fittings shall not be used if short, medium or long drop steel stem 90° elbow fittings can be used. Over use of 90° elbows shall not be permitted.
- F. Hydraulic hoses and rigid lines shall be run parallel where possible; routing shall look neat and well planned.
- G. Rubber cushioned metal hydraulic clamps shall be used on all hydraulic ridged lines and hoses at proper intervals for supporting the line/hose 36" maximum distance. Clamps shall be securely mounted to the equipment.



- H. Hydraulic hoses and lines shall not be routed near exhaust, close to rotating components or over, around or through sharp edges. . Rubber grommets shall be used at all areas where the hydraulic lines through areas that could damage the lines.
- I. Galvanized fittings and thread tape shall not be used.
- J. Hydraulic hoses shall be covered with protective spiral nylon anti-chaffing wrap or sock type protective sleeves at all areas where chaffing/rubbing could cause premature wear/failure.
- K. Hydraulic oil tanks shall magnetic drain plug, oil level and temperature gauge.
- L. Hydraulic hoses over 4' long shall be labeled on both ends for easy identification.
- M. Shut off valves ¼-turn on each side of filter.

3.4 All fabricated parts, brackets etc. shall have all sharp corners, edges etc. radiused or rounded for safety.

3.5 Welds:

- A. All welds shall meet AWS (American Welding Society) standards for the type weld, material joined and welding method.
- B. Weld joints shall have proper design and fit for the application.
- C. Welds joints shall have proper penetration and be smooth in appearance with no undercuts or overlaps at edge of weld.
- D. Weld joints shall be properly prepared with cut ends ground to remove all slag, create a smooth surface and beveled end.

4.0 Manuals/Equipment

Item	Description of Equipment	Offered Equipment	Cost
Training Video	One, DVD or CD demonstrating and explaining the safe and proper use of the vehicle/equipment.	Yes <input type="radio"/> No <input checked="" type="radio"/>	\$ <u>0</u>
Operators Manual Paper	One book per vehicle/equipment with "safe equipment operation" section for each component. 1. Equipment and Attachments.	Yes <input checked="" type="radio"/> No <input type="radio"/>	\$ <u>N/A</u>
Service/Repair/Maintenance Manual Paper	Two complete sets per Contract (not per vehicle); binder required. A. Manuals shall be provided for: A. Equipment and Attachments B. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.	Yes <input checked="" type="radio"/> No <input type="radio"/>	\$ <u>200</u> \$ <u>200</u>

	<p>C. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	
<p>Service/ Repair/ Maintenance Manual on CD rom or DVD</p>	<p>One complete set; per Contract (not per vehicle)</p> <ol style="list-style-type: none"> 1. Manuals shall be provided for: <ol style="list-style-type: none"> A. Equipment and Attachments 2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments. 3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil. 4. New CD roms or DVDs shall be provided when information is updated, superseded or changed. 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>\$ <u>100</u></p> <p>\$ <u>100</u></p> <p>\$ <u>N/C</u></p>
<p>Service/ Repair/ Maintenance Manual on Internet Access, or Other Electronic Media</p>	<p>One complete set; per Contract (not per vehicle)</p> <ol style="list-style-type: none"> 1. Vendor shall provide access to the site for the length of time that the City owns the equipment at a one time up front cost to the City. 2. Internet information shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments. 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If other Specify: _____</p> <p>_____</p> <p>_____</p>	<p>\$ <u>N/C</u></p>



	<p>3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.</p>	<p><input checked="" type="radio"/> Yes No</p>		
<p>Parts Manual Paper</p>	<p>Two complete sets, per Contract (not per vehicle) binders required, 1. Manuals shall be provided for: A. Equipment and Attachments 2. Illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system.</p>	<p><input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No</p>		<p>\$ 200 \$ 200</p>
<p>Parts Manual on CD rom or DVD</p>	<p>One complete set, per Contract (not per vehicle) illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system. 1. Information shall be provided for: A. Equipment and Attachments 2. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information. 3. New CD roms or DVDs shall be provided when information is updated, superseded or changed.</p>	<p><input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No</p>		<p>\$ 200 \$ 200</p>
<p>Parts Manual on Internet Access, or Other Electronic Media</p>	<p>One complete subscription, per Contract (not per vehicle) 1. Internet information shall allow the City 24 hour 7 days/week including holidays access from its main maintenance facility and all its satellite maintenance facilities. 2. Internet information shall include complete and detailed information for parts for the: A. Equipment and Attachments</p>	<p><input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No</p>	<p>Access Information: 7 days/week including holidays <input checked="" type="radio"/> Yes No</p>	<p>\$ N/E</p>



	<p>3. Internet information shall cover vehicle/equipment, shall include general parts information, parts specifications, ordering guide lines and superseded parts information.</p> <p>4. Vendor shall provide access to the site for the length of time that the City owns the vehicle/equipment at a one time up front cost to the City.</p> <p>5. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If other Specify: _____</p>	<p>\$ <u>N/C</u></p>
<p>New Equipment Check-in Form:</p>	<p>The successful vendor shall complete the City's "New Equipment Check-in Form" completely and accurately with all requested information.</p>	<p><u>yes</u></p>	<p>\$ <u>500.00</u></p>

4.1 Operator and Mechanics Training

Item	Description of Equipment	Offered Equipment	Cost
<p>On Site Equipment Manufacturers Training</p>	<p>On site the vendor shall insure that the equipment manufacturers training representative, after delivery of the equipment Contacts Fleet Management training manager to coordinate equipment training.</p>	<p><u>Unlimited training at customer request</u></p>	<p>\$ <u>N/C</u></p>
<p>Fleet Management Training Manager</p>	<p>Charlie Pletcher Telephone: 720.865.4151 Contact time: 8:00 am to 3:00 pm M-F</p>		
<p>Training Requirements</p>	<p>Training shall consist of factory training materials, classroom and actual field training on the equipment for the equipment operators and supervisors.</p>		<p>\$ <u>N/C</u></p>
<p>On Site Mechanics Training</p>	<p>On site mechanics training shall be 1 class, approximately 8 hours, day shift total provided at City facilities. The training shall cover maintenance and service procedures, trouble shooting and use of manuals.</p>		<p>\$ <u>N/C</u></p>



<p>On Site Operators Training</p> <p>On site operators training shall be 1 class, approximately 8 hours, day shift total provided at City facilities or City paving job site. The training shall cover proper operation of the equipment, maintenance and service procedures, trouble shooting and use of manuals.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>\$ <u>NY</u></p>
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5.0 Section Removed

6.0 Warranty

6.1 Warranty Requirement

WARRANTY (Table 1)

	Complies (Y or N/A)
<p>A. Warranty is to be a minimum of 1-year/Unlimited-hours on the entire equipment Engine warranty 5 year or 5,000 hours. No trip mileage or labor charges shall be charged during the warranty period. The standard factory warranty plan shall be provided as an attachment to your bid proposal</p>	Y
<p>B. The Warranty shall include at no cost to the City of Denver, all parts and labor, and no charge for work performed at the vendor's facility and for field service work.</p>	Y
<p>C. Warranty shall start when the City places the vehicle into service and <u>NOT</u> on the delivery date.</p>	Y
<p>D. Primary vendor shall provide warranty information for engine, transmission, chassis, electronics, body and other major components for cab and chassis built vehicles. This provision is not applicable to OEM (Original Equipment Manufacturer) factory completed light-duty vehicles.</p>	Y
<p>E. Options listed shall be bid and provided as factory installed under the terms of the full factory-backed warranty. This includes, but is not limited to: air conditioning, radios, cruise control, bumpers, towing packages etc. Dealer-installed options will not be permitted unless pre-approved by the City in writing and, where applicable, indicated on bid sheet as a "dealer installed" non-factory item.</p>	Y
<p>F. Bidder will be responsible for the warranty repair of all installed options/auxiliary equipment included in the bid that has a standard warranty that is less than the standard warranty for the base vehicle/equipment. All warranties shall be equal to the manufacturer's warranty or not less than twelve (12) months, whichever is greater.</p>	Y
<p>G. Bidder shall use a single, local factory authorized dealership that will accomplish or coordinate required warranty work. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty parts shall be available and supplied within 24 hours. When warranty parts are not in stock, causing the vehicle to be down more than 3 working days, those required parts shall be air freight shipped at the vendor/manufacturer's expense</p>	Y
<p>H. If applicable, bidder shall provide a plan for the City to be reimbursed if the work can be done by the City on site. The current shop rate is \$75.00/hour, not to exceed \$85.00/hour. (Enter a response of N/A if not available)</p>	Y
<p>I. The bidder shall respond to request for warranty assistance within twenty-four (24) hours.</p>	Y



J.	Warranty work shall be accomplished within an appropriate length of time (generally less than 3 working days for everything other than major component repair such as an engine rebuild, transmission rebuild major structural integrity modification etc. and shall be coordinated with an authorized City representative. Major component repairs shall be accomplished in no more than two weeks and shall be coordinated with an authorized City representative. [Any work not completed within two weeks after delivery of the vehicle will extend the term of the warranty one day for each day in excess of the two week repair period.]	Y
K.	During the entire warranty period, if the unit requires transportation to a repair facility, the vendor/sub-vendors shall be responsible for all transportation at "NO COST" to the City and County of Denver. This includes transporting the unit back to the City's domicile location after repairs are complete. If an alternate is bid, charges to the City of Denver shall be listed (e.g. mileage, travel, labor, etc.). Even if an alternate is bid, in NO CIRCUMSTANCES will the City and County of Denver be responsible for transporting a unit greater than 25 miles from the center of Denver. For purposes of these warranty provisions, the center of Denver is defined as the City and County Building located on the corner of Colfax and Bannock Street.	Y
L.	The item(s) procured by the City pursuant to this Bid Proposal shall, in addition to being subject to the express warranties referenced above, be subject to all implied warranties arising by operation of State and Federal law, including but not limited to the implied warranty of merchantability and, to the extent applicable, the implied warranty of fitness for a particular purpose arising under the Colorado Uniform Commercial Code, Title 4, Colorado Revised Statutes. The bidder shall in no event attempt to limit or disclaim any implied warranties under this Bid Proposal, and any attempt to do so will render the bidder's bid non-responsive under this Bid Proposal. Additionally, any attempt by the bidder to alter the warranties stated herein after the City has accepted a bid, such as in a receipt for goods delivered, shall be void and of no legal effect. The bidder shall explicitly state and acknowledge this condition in its bid response.	Y
M.	This warranty in Table 1 and Table 2, is IN ADDITION to factory warranties on the vehicle and components	Y

6.2

Fleet Defects

Fleet Defects (Table 2)

A.	Definition: If during the warranty period, thirty percent (30%) of the total number of units delivered have the same part(s) and/or components failure requiring replacement and/or modifications, caused by defects in Structural Integrity, Design, Material, and/or Workmanship or affecting safety, then this "Fleet Defect Clause" goes into effect.
B.	Remedy: Following notification of a Fleet Defect, the vendor shall develop and implement a plan that either reengineers, modifies, or replaces the defective parts/systems, such that the identified problem is cured and the operation of the vehicle/equipment is not altered. When alterations are required to cure the defect, those alterations that change or modify the original bid specifications must be approved by the City and County of Denver prior to execution. The vendor will pay for all necessary labor and materials to repair, modify, and/or "update" all vehicles/units in this group. The vendor shall also propose a work schedule that is mutually agreed upon by the City of Denver that corrects the fleet deficiency within 30 days or a mutual agreed upon schedule.
C.	Exceptions: Fleet defects will not apply to minor aftermarket accessories specified by the City of Denver and installed per instructions/specifications. Examples include: toolboxes, spotlights, bed-liners, etc.



D.	Mitigation: Should the vendor become non responsive to the City's notification of a Fleet Defect, the City may employ several options. (1) After notifying the vendor in writing of the City's intent to mitigate its circumstances, the City may choose to perform its own warranty work and shall be entitled to reimbursement for both parts and labor. (2) On major components, such as engine, transmission, air conditioning, etc., the City may choose to have the repairs performed by an authorized dealer and vendor shall reimburse the City for any parts or labor not covered by other warranty.
E.	Outside Metro-Denver: Vendor will pay for all transportation costs if unit(s) must be sent out of the Denver area for repairs. The City and County of Denver reserves the right to inspect unit(s) before returning back to Denver. The City and County of Denver also reserves the right to send at least one employee, without cost to the City, to inspect the repair(s) before unit is released back to the City.
F.	Expired Warranties: Units that have mutually agreed upon warranty defects during the warranty period will continue to be repaired until completed. If repairs continue past the warranty expiration date the repairs will continue as part of the warranty until completed or cease at a time agreed upon by the vendor and the City.

6.3

Warranty Options

	Cost of Extended Warranties	WARRANTY Options (Table 3)			Comments
		Three Years	Four Years	Five Years	
		Inc = Included			
		N/A = Not available			
A.	Frame/Body				
B.	Engine				
C.	Drive Train				
D.	Suspension				
E.	Hydraulics				
F.	a. Pumps				
G.	b. Motors				
H.	c. Tanks				
I.	d. Valves				
J.	e. Controls				
K.	Electrical Components				
L.	Bucket				
M.	Other				
N.	Notes:	Full = \$5,681 Component = \$3,395 p.t. = \$2,650	Full = \$6,475.00 Component = \$4,000 p.t. = \$3,100	Full machine: \$7,310 p.t. & h: \$4,400 p.t.: \$3,500	



6.4 Warranty Service Location: Warranty repair parts and service shall be available locally at an established factory authorized dealership. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty parts and repairs shall be available and supplied within 8-hours.

Wheel Loader: Dealership Name: Lower Equipment Company Telephone #: 303 961-8957
 Street Address: 100 E. 69th City: Denver, CO 80216
 Sundries: Dealership Name: NA Telephone #: _____
 Street Address: _____ City: _____

7.0 Off-Road Equipment Delivery Documentation: I.e. Construction, Loaders, Forklift, Mowers etc

	Delivery Documentation (Below GVMR 6,000-Lbs)
A.	Vehicles ordered under this specification shall be complete and delivered to CITY AND COUNTY OF DENVER, Fleet Management Division. All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, 5440 Roslyn St. Building C.
B.	Vendor shall supply at acceptance and delivery of vehicle. 1. Bill of Sale (aka invoice, buyers order) 2. Original MSO (Manufacturers Statement of Origin) 3. Application for Title and/or Registration, Colorado Dept of Revenue form DR2395 (02-22-11) 4. Verification of Vehicle Identification Number (VIN), Colorado Dept. of Revenue form DR2087. 5. Standard Sales Tax Receipt. 6. Original weight slip. 7. New Equipment Check-in Form/ Vendor Supplied Information on the Vehicle. Form provided by Fleet contact Dolores @ 720.865.3903 8. Copy of City Purchase Order. 9. All Keys ordered for the equipment and extra equipment i.e. toolboxes etc. 10. All Manuals repair, parts, owners and/or CD's/DVD's etc 11. Vehicle Warranty information and receipt for optional warranty. 12. Receipts and Warranty information for vendor installed/supplied components (lift gates, snowplows, lighting equipment etc)
C.	Delivery: Monday through Friday between 8:00am and 1:00pm. Location: CITY AND COUNTY OF DENVER Fleet Management 5440 Roslyn St. Building C Denver, CO 80216 Contact person to coordinate delivery: Dolores Gallegos at (720) 865-3900 ext. 03 or direct line (720) 865-3903.



8.0 Vehicle Delivery

8.1 Delivery of Complete Loader to City and County of Denver

PROVIDE NUMBER OF DAYS REQUIRED FOR DELIVERY OF COMPLETE LOADER	90-120 DAYS
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9.0 Complete Loader Cost

Include: <input type="checkbox"/> Loader Total Cost Do Not Include: <input type="checkbox"/> Optional Equipment <input type="checkbox"/> Warranty Cost (s) <input type="checkbox"/> Manual Cost (s)	ONE COMPLETE LOADER TOTAL COST	\$341,787.00
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s:\bid information\bids one time\6200-6999\6950-6999\6994e heavy equipment-march-2013\6994_conf #2.docx

11-4-2013 PRICE
 \$347,787
 - DEDUCTIONS: \$64,600
 + ADDITIONS: \$48,121
 NET PRICE: \$331,308



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:


By _____

By _____

By _____



Contract Control Number:

By: 

Name: Andy Remmo
(please print)

Title: Municipal Sales Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

