

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00007597	
City & County of Denver		Date:	1/24/2023	Revision No.
Purchasing Division		Payment Terms	NET 30	Resolution <small>(if applicable)</small>
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Best Way	
United States		Analyst:	Jesse Sitzman	
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8151	

Workday SUP-00013626 Phone: 585-254-7700 Email: agibson@jjeusa.com
 Supplier ID: pat@jjei.com

Joe Johnson Equipment LLC 13575 E. 37 th Ave. Denver, CO 80239 Attn: Patrick McGee Colorado Secretary of State ID: 20221903140 U.S. Federal SAM Registry Verification Date: 1/23/2023	Ship To: City and County of Denver Fleet Management – Roslyn Location 5440 Roslyn Street Building C Denver, CO 80216 Bill To: As Specified By Agency
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1. Goods/Services:

Joe Johnson Equipment LLC, a Foreign Limited Liability Company located in the State of Delaware, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term/Renewal:

The term of this Master Purchase Order shall be from date of City signature to and including 12/31/2023. The City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms and conditions. However, no renewal shall surpass 12/31/2027.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this

Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the total Master Purchase Order Amount.

Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. 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 require 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 Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. 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, Vendor 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 Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor 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 Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the

certificate of insurance. 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 Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor 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. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require

Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. No Employment of a Worker without Authorization to Perform work under the Master Purchase Order

- a. This Master Purchase Order 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:
 - i. At the time of its execution of this Master Purchase Order, it does not knowingly employ or contract with a worker without authorization who will perform work under this Master Purchase Order, nor will it knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order in the future..
 - ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Master Purchase Order.
 - iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order.
 - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order, and it is required 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.
 - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Master Purchase Order knowingly employs or contracts with a worker without authorization, it will notify such

subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

- vi. It will comply with a 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.
- c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Master Purchase Order for a breach of the Master Purchase Order. If this Master Purchase Order is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any 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 the Contractor from submitting bids or proposals for future contracts with the City.

32. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

33. Federal Provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

DAVIS-BACON ACT COMPLIANCE Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5).

ANTI-KICKBACK ACT COMPLIANCE Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

CONTRACT WORK HOURS AND SAFETY STANDARDS Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR AND WATER REQUIREMENTS Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA

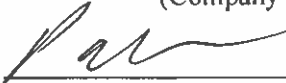
regional office. **ENERGY CONSERVATION REQUIREMENTS** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on Council approval and is void without such action.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: Joe Johnson Equipment LLC
(Company Name)

By: 
(Authorized Signature)

Print Name: PATRICK MCGEE

Title: DIRECTOR OF SALES (JSE/LLC/ENR)

Date: FEB 6TH 2023

By: 

Print Name: Jesse Sitzman

Title: Associate Procurement Analyst

Date: 2/7/2023

Procurement Manager:

EXTENSION / RENEWALS: (OPTIONAL)

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO.

Extension No. 1 _____

The agreement made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this agreement to and including _____, and revise the aggregate amount to \$ _____, please return this page with your signature.

Vendor Name: Joe Johnson Equipment LLC
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____
Note:

Date: _____

Extension No. 2 _____

The agreement made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this agreement to and including _____, and revise the aggregate amount to \$ _____, please return this page with your signature.

Vendor Name: Joe Johnson Equipment LLC
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____
Note:

Date: _____

Extension No. 3 _____

The agreement made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this agreement to and including _____, and revise the aggregate amount to \$ _____, please return this page with your signature.

Vendor Name:

Joe Johnson Equipment LLC
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____
Note: _____

Date: _____

Extension No. 4 _____

The agreement made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this agreement to and including _____, and revise the aggregate amount to \$ _____, please return this page with your signature.

Vendor Name:

Joe Johnson Equipment LLC
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____
Note: _____

Date: _____

EXHIBIT "A"

Supplier: Joe Johnson Equipment LLC
Solicitation/ Award Title: **Strategic Long-Term Street Sweeper
Procurement with Service & Parts
Considerations**

Solicitation No. /Internal File Reference Location: 10883A_2022

It is recommended that you use your Supplier Contract No. SC-00007597, in all future correspondence and/or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

A.1 SCOPE OF WORK / DELIVERABLES:

- A. The primary objective of this contract is to establish a long-term agreement with a vendor with regards to procuring Commercial Street Sweepers.
 - a. The City intends to Purchase eighteen (18) Street Sweepers over the course of the agreement.
- B. A secondary objective is to establish:
 - a. Firm long-term pricing structures/ rates with regards to:
 - i. Additional vehicle/ equipment procurements in the future
 - ii. Parts and component pricing
 - iii. Hourly Labor Rates: Shop and Field
 - b. Warranty Protocols
 - c. Customer Service Protocols
- C. Relevant NIGP Codes/ Descriptions:
 - a. 765 – Road & Highway Equipment (Except Asphalt, Concrete, and Earth Handling Equipment in Classes 755 and 760)
 - i. 76577 – Street Sweepers, Road Sweepers

A.2 OEM PARTS VENDOR CRITERIA:

Definitions:

- OEM: Original Equipment from the Manufacturer
- OEM Manufacturer applies to the following
 - Equipment Manufactures
 - Sundry Equipment Manufacturers

1. Vendors who intend propose OEM parts shall abide by the following:

- a) OEM Parts and Components that awarded vendor sells to the City and County of Denver shall be sourced **directly** from the OEM Manufacturer Parts and Components Distribution Center(s) and/or manufacturer.
- b) Part Numbers: Supplied Parts and Components Nomenclature/ Identifiers are to correspond with OEM Originally Equipped Parts and Components Nomenclature/ Identifiers.

- The City will allow Parts and Components Identifiers (Part Numbers) to be superseded only as initiated and authorized by the OEM Manufacturer.
- c) Aftermarket parts can be proposed; however, they need to be identified as such and cannot void the manufacturer's warranty.

A.3 ESTIMATED QUANTITIES:

Quantities listed are the City and County of Denver's best estimate and do not obligate the Analyst to order or accept more than City and County of Denver's actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that this contract is to supply the City with its complete actual requirement of the services and/or related materials specified in this proposal for the contract period.

A.4 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to the following site.

City and County of Denver Fleet Management – Roslyn location
5440 Roslyn Street
Building C
Denver, CO 80216

A.5 DELIVERY/SERVICE CONSIDERATIONS:

All deliveries/ services shall be made between the hours of 7:00 A.M and 4:00 P.M., Monday through Friday, excluding holidays.

A.6 AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Vendor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Vendor or any of its employees, subcontractors, and vendors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Vendor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current

information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

LAWS, REGULATIONS, TAXES AND PERMITS

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

A.7 EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the vendor.

A.8 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

FOR GOODS AND SERVICES

- Total dollar value of purchases per City Agency.
- Total number of transactions per City Agency.
- Average response time after receipt of call from the City.
- Average time for job completion.
- Equipment delivery time.
- Operator training.
- Warranty support.
- On-Going Parts and Service Support.

A.9 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To

the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

SECTION B: PRICING**B.1 PRICING:**

All prices and percentages quoted shall be firm and fixed for the initial year of the contract period. Prices and percentages regarding all OEM Parts, Shop Rate, Field Rate, Parts and Components Discounts, and Percentage Discounts towards future Sweeper Units shall remain firm and fixed for the duration of the entire contract period.

Prices regarding the purchases of future Street Sweeper Main Units after initial year may be adjusted upon request based on Federal PPI Index PCU333120333120 (Construction machinery mfg, not seasonally adjusted).

- Base Index shall be established on the average of the following six (6) monthly data points: November 2021, December 2021, January 2022, February 2022, March 2022, and April 2022. The Adjusted PPI will be based on the six (6) semi-annual data points that are most recent to the future purchase.
- Future vehicle procurements (as applicable) pricing will be calculated as indicated in the following example:
 - Street Sweepers have an original unit purchase price of \$250,000.00 in August of 2022
 - The Base Index is equal to 294.53
 - In June of 2024, the City desires to purchase an additional Street Sweeper with specifications equivalent to originally purchased units from RFP # 10883A (Fall 2022)
 - PPI Adjustment index in June of 2024 is 300 and was averaged over the previous 6 data points
 - The anticipated percentage adjustment would be 1.86%
 - $[(\text{New PPI} - \text{Old PPI}) / \text{Old PPI}] \times 100\% = \text{Adjusted PPI \% increase/decrease}$
 - $[(300 - 294.53) / 294.53] \times 100\% = 1.86\%$
 - The anticipated price for June 2024 for an equivalent unit would be $\$250,000.00 + 1.86\% = \$254,650.00$

SECTION C: PROPOSAL ITEMS

See Exhibit B for - Proposal Items, Street Sweeper Technical Specifications and Parts and Components Considerations.

CCD Exhibit B - Price Sheet

Section C PROPOSAL ITEMS Continued									
REQUEST FOR PROPOSAL # 10883A-2022									
Strategic Long Term Procurement of Street Sweepers, Service, and Parts									
All Proposed Prices are Considered as a Delivered Price									
Pricing is to Equal Pricing Submitted with Technical Specification Document									
Pricing to Match Submitted Pricing in Section 8.0 of Technical Specification Document									
Item #	Description	Quantity	Unit Cost	Make	Model	Extended Cost	Make	Model	
1	Street Sweeper	1	\$ 251,755.00	Elgin	Pelican NP		Elgin	Pelican NP	
Main Units - Future Needs - Discounts on Bulk Orders (if offered) All future units will start with the Unit Cost of your original submission as the Base Year when completing a PPI Adjustment Future Quantities Listed Below are used to determine if a discount is given for future multiple orders									
Item #	Description	Quantity	Unit Cost	PPI Adjusted Unit Cost	% Discount Off of Unit Price for Orders of Multiple Units Discount (-%)	Extended Cost	Make	Model	
2	Street Sweeper - Future Need	2-5	\$ 251,755.00	TBD		#VALUE!	Elgin	Pelican NP	
3	Street Sweeper - Future Need	6+	\$ 251,755.00	TBD		#VALUE!	Elgin	Pelican NP	
Original Equipment Manufacturer (OEM) Parts									
Unit Life Expectation: The City is assuming 1200 hours per year of use with an estimated 6 years of usage, totaling a Life Expectancy of 7200 hours									
Item #	Description	Quantity Required per Unit	Current Unit Cost (after discount line 11)	Vendor Expected Life Hours per Part and per OEM Tolerances and Specifications	Vendor Expected Component Quantity Required During Entire Life Cycle (7200 Hours) (Items 4-7)	Extended Life Cost	Make	Part Number	
4	Main Broom	1	\$ 550.00	120 Hours	60 Each	\$ 33,000.00	Elgin	7970066	
5	Gutter Brooms	2	\$ 143.00	160 Hours	45 Each	\$ 12,870.00	Elgin	7873251	
6	Dirt Shoes	2	\$ 34.98	120 Hours	60 Each	\$ 4,197.60	Elgin	1054322	
Reduced from Commercial Shop and Field Rate Adjustments - Firm and Fixed for the Life of the Entire Agreement (Final per hour rate firm and fixed for the first year of agreement and once a year for every year after)									
Item #	Description	Quantity	UOM	Unit Cost (Reduced Dollar amount from published commercial rate) e.g. published commercial rate = \$200 per hour, -\$30 (bid amount) final price to the City= \$170.00					
7	Shop Rate	1	Hour	\$ 145.00					
8	Field Rate	1	Hour	\$ 170.00					
Parts and Components Discounts firm and fixed for the life of the agreement; no more than one price updates per year. See Exhibit 'g'									
Item #	Description	Percentage	Name of Price Schedule	Date of Price Schedule	Category of Prices Applicable (Column, Jobber, Dealer, List, etc.)				
9	Discount (-), Markup (+) or Net (0)	0.00%							
INITIAL LIFECYCLE COST FOR ONE UNIT \$				301,822.60					

CCD Exhibit B - Technical Specifications

Request for Proposal # 10883A_2022
Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

Reference Nos: TBD

CITY AND COUNTY OF DENVER Exhibit A Technical Specifications and Bid Items For a Hydraulically Driven High Maneuverable Side Broom Street Sweeping Machine

- 1.0 General Description**
A new two axle EPA PM-10 Compliant street sweeper with water spray dust control system and high lift dump for emptying contents of hopper into a dump truck. The sweeper shall be equipped with hydraulic drive side/gutter, front/gutter, and main brooms. The sweeper shall be suitable for six (6) years of continuous street sweeping operation in the Denver CO environment.
- 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/equipment 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".

Reference Nos:

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- 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.
- D. Vendors shall break out and list costs for each specification section. Failure to break out proposed costs may cause proposal to be nonresponsive. Breakout costs will be used for comparisons clarifying cost issues and if deletions to the specifications need to be made.

2.0 Basic Requirements or Approved Equal.

2.1 Basic Vehicle with Options:

	Description of Equipment	Offered Equipment	Cost
A.	1. The sweeper shall be rear high dumping design with full visibility from operator's seat using mirrors and cameras. 2. The sweeper must be EPA PM-10 Compliant.	Make: <u>Elgin</u> Model: <u>Pelican</u> Dump Location: <u>Front (See Technical Spec Details Section)</u> EPA PM-10 Compliant: <input checked="" type="radio"/> Yes <input type="radio"/> No % <u>PM-10</u> <input checked="" type="radio"/> Yes <input type="radio"/> No % <u>PM-2.5 if Waterless Option is selected</u>	<u>\$233,640.00</u>
B.	Is your organization ISO 9001 and ISO 14001 certified?	<input checked="" type="radio"/> Yes <input type="radio"/> No	
C.	Sound Emission: 1. The Sweeper shall not emit more than 90 dB Sound Pressure Level while in operation measured 10 feet away from any direction of the sweeper. 2. The Sweeper shall not emit more than 85 dB Sound Pressure Level in the Cab while in operation.	<input checked="" type="radio"/> Yes <input type="radio"/> No dB <u>90</u> <input checked="" type="radio"/> Yes <input type="radio"/> No dB <u>78 EXCEED</u>	

CCD Exhibit B - Technical Specifications

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<p>D.</p> <p>Sweeper Dimensions and Information:</p> <ol style="list-style-type: none"> 1. Overall height, top of cab: 9'-11" 2. Overall width, outside of tires: 8'-6" 3. Overall length: 19'-4" 4. Wheelbase: 10'-6" 5. Turning Radius curb-to-curb: 15' 8" Sweeping 6. width: <ol style="list-style-type: none"> a. Main broom only: 4'-3" b. One side broom: 6'-4" c. Two side brooms: 10'-0" d. Two side brooms 11' 5" 7. Hopper Capacity: 3cb yds³ minimum. 8. Dump clearance: 9'-10" 9. Travel Speed: 20 mph 	<p>OA Height: <u>9'-10'</u></p> <p>OA Width: <u>8'-6"</u></p> <p>OA Length: <u>16'</u> EXCEED</p> <p>Wheelbase: <u>10'-6"</u></p> <p>Turning Radius: <u>15'</u></p> <p>Main Broom: <u>5'-6"</u> EXCEED</p> <p>1 Side Broom: <u>8'-0"</u> EXCEED</p> <p>2 Side Brooms: <u>10'-0"</u></p> <p>2 Side Brooms <u>10'-0"</u></p> <p>Hopper Capacity: <u>3.5</u> yds³ EXCEED</p> <p>Dump Height: <u>9'-6"</u></p> <p>Curb Weight: <u>14,290</u> lbs.</p> <p>Speed: <u>20</u> mph</p>
<p>E.</p> <p>Keys and Locks:</p> <ol style="list-style-type: none"> 1. Door locks and ignition shall be keyed alike. 2. Keys, Ignition, Door, and Other, 4 sets. 3. Each vehicle will be keyed alike. 	<p>Quantity: <input checked="" type="radio"/> Yes <input type="radio"/> No <u>4</u> keys</p> <p>Key Number: <input checked="" type="radio"/> Yes <input type="radio"/> No <u>TBD</u></p> <p>\$ <u>N/C</u></p>

Reference Nos:

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<p>F.</p> <p>Water System:</p> <ol style="list-style-type: none"> Water system shall be for dust suppression and shall help the sweeper meet EPA PM-10 requirements. Water tank shall have a 128-gallon capacity minimum. Water Capacity must be adequate to operate sweeper with all water turned on for at least 3 hours of operation. Tank must be 304 Stainless Steel material. The water fill system shall be anti-siphon design. The water pump shall have a "run dry" feature with no damage to system. A water level gauge shall be provided and easily visible for monitoring. A 16'-8" canvas double jacketed rubber lined 2-1/2" fire type fill hose with fire hydrant coupling shall be provided with easy access hose storage compartment. Sweeper end of hose must be NPT type thread and Hydrant end of hose must be 2-1/2" NHT type thread. 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Capacity: <u>220</u> gallons</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No SEE ADDENDUM #1. SEE TECHNICAL SPEC DETAILS SECTION</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No Site Location: <u>CURB SIDE, MID SHIP</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No Fill Hose Length: <u>16'-8"</u></p> <p>Capacity: <u>35</u> gallons <u>EXCEED</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>\$ <u>N/C</u></p>
<p>G.</p> <p>Fuel System:</p> <ol style="list-style-type: none"> Fuel tank shall be 30 gallons' minimum. Fuel Filter spin-on type with easy access. 	<p>Capacity: <u>35</u> gallons <u>EXCEED</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>\$ <u>N/C</u></p>

2.2

Engine and Drivetrain	Offered Equipment	Cost
<p>A.</p> <p>Engine or Approved Equal:</p> <ol style="list-style-type: none"> The engine shall be a diesel Displacement: 4.5L minimum (272 in³) Power 99-hp @ 2,400 rpm, torque 270 lb-ft @ 1,400 rpm (no less than 99 -hp will be accepted) Turbo charged, direct injected diesel engine. The engine shall be balanced, and rubber mounted to minimize vibration. Approved for and capable of operating on City B-5 biodiesel fuel. 	<p>Make: <u>JOHN DEERE</u> Model: <u>4045T</u></p> <p>Displacement: <u>276 IN₃</u> No of Cylinders: <u>4</u></p> <p>HP: <u>99</u> @ <u>2400</u> rpm Torque: <u>274</u> @ <u>1400</u></p> <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>N/C</u></p>

CCD Exhibit B - Technical Specifications

Request for Proposal # 10883A_2022
Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

B.	<p>Engine Controls:</p> <ol style="list-style-type: none"> Auto engine shutdown for engine temperature, low oil pressure shall be provided. (Engine override option) Engine RPM shall be controlled from the cab. 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	\$ <u>N/C</u>
C.	<p>Engine Air Intake System:</p> <ol style="list-style-type: none"> Dual safety dry-type air filter In-cab air filter restriction indicator to continually monitor air filter condition. 	<p>Type: <u>DUAL STAGE DRY FILTER</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No Electronic or Mechanical</p>	\$ <u>N/C</u>
D.	<p>Cooling System:</p> <ol style="list-style-type: none"> Cooling system and heater hoses shall be ESCO Hi-Temp, HiMiller rated at 325°F continuous operating temperature or an approved equal. A cooling system capable of maintaining engine manufacturer's recommended operating temperatures at an elevation of 6,800' in 120 degrees F low humidity ambient conditions shall be provided. The coolant protection shall be -34 degrees F. 	<p>Brand: <u>IMPERIAL AUTO</u> Type: <u>EPDM TEREPOLYMERS</u> \$ <u>N/C</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	\$ <u>N/C</u>
E.	<p>Propulsion System:</p> <ol style="list-style-type: none"> Hydrostatic transmission consisting of variable displacement pump and variable displacement motors. Single foot pedal for travel control without clutch. Forward/Reverse There must be a Forward/Reverse indicator light. 	<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>Yes <input type="radio"/> No</p>	\$ <u>N/C</u>
F.	<p>Hydraulic Pump:</p> <ol style="list-style-type: none"> The sweeper shall have hydraulic pumps to operate the various sweeper functions. 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Indicate the pumps being used and what they operate: SEE TECHNICAL SPEC DETAILS SECTION</p>	\$ <u>N/C</u>
G.	<p>Hydraulic System:</p> <ol style="list-style-type: none"> Reservoir capacity approximately 33 gallons with 10-micron vented fill cap. The reservoir shall have an easily visible external site level gauge. Return line 16-micron spin-on filter. Fill spout strainer 100-mesh. 	<p>Capacity: <u>33</u> gallons</p> <p>Yes Rating: <u>10</u> microns</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No EXCEED 10-MICRON</p>	\$ <u>N/C</u>

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	<p>5. An in-cab oil filter restriction indicator light/audible alarm. 6. A low hydraulic oil sensor with an in-cab indicator light/audible alarm when the system is 5-gallons low.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No</p>	
<p>H.</p>	<p>Service Brakes: 1. Foot operated hydraulic with hydraulic power assist and hydrostatic braking. Braking systems shall not be dependent on the engine running. 2. The main braking system shall be both a dynamic system and hydraulic disc system with the dynamic braking system as the primary system to reduce disc brake wear. 3. The service brakes shall be disc type. 4. The hydrostatic braking system to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. 5. Loss of engine power shall not automatically apply brakes. 6. Parking brake shall be mechanically applied. 7. A parking brake interlock shall alert operator parking brake is applied.</p>	<p><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 <input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>\$ <u> N/C </u></p>
<p>I.</p>	<p>Steering: 1. Steering shall be full power hydraulic assist.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>\$ <u> N/C </u></p>
<p>J.</p>	<p>Suspension: 1. Front Suspension shall have semi-elliptical springs and shock absorbers. 2. Rear Suspensions shall be hydraulically operated with 7-3/4" of travel. Indicate Operational/ Maintenance Positions (as applicable)</p>	<p>Yes <input checked="" type="radio"/> No Yes <input checked="" type="radio"/> No</p>	<p>SEE ADDENDUM #1 <u>SEE TECHNICAL SPEC DETAILS SECTION</u></p>

CCD Exhibit B - Technical Specifications

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2.3

Tires and Wheels

Description of Equipment	Offered Equipment	Cost
A. Tires: 1. Front, Michelin 285/70 R 19.5 Load Range "J", tubeless steel belted radial. 2. Rear, Michelin, 285/70 R 19.5 Load Range "J", tubeless steel belted radial. ?	Brand: GOODYEAR ENDURANCE Type: 11R22.5/LOAD RANGE H Brand: GOODYEAR ENDURANCE Type: 215/75 R17.5 / LOAD RANGE H	\$ N/C \$ N/C
B. Wheels: 1. Steel disc 2. Paint "Black".	<input checked="" type="radio"/> No Color: BLACK (GREY IS STANDARD)	\$ 400.00

2.4

Electrical System

Description of Equipment	Offered Equipment	Cost
A. Electrical System: 1. The electrical system shall be 24vDC negative ground. 2. Alternator 28v 90-amp alternator minimum.	Yes <input checked="" type="radio"/> No Rating: 90 amps	\$ N/C
B. Batteries: 1. Batteries, 2 required. 2. The batteries shall be a "Maintenance Free" 12-volt, 900 CCA with 140 minutes' reserve capacity minimum.	Quantity: 1 (12 VOLT) Battery Rating: 925 CCA, 180 MINUTES RESERVE MAINTENANCE-FREE	\$ N/C
C. Sweeper Lights: (Meets all CDOT and Fed REG) 1. Headlights shall be sealed beam. 2. Wiring shall be sealed modular plug-in type. 3. Individual stop/turn/ mid-body turn/tail/ lights at rear of sweeper, flush mount, sealed Lexan body, grommet insulated, multi-pin units. 4. Center at top of cab mounted 3 rd brake light shall be provided. 5. Back up lights, flush mount, sealed Lexan body, grommet insulated, multi-pin units 6. Marker lights, 7. Work Lights at top front left/right of cab front LED Type.	<input checked="" type="radio"/> No <input checked="" type="radio"/> No <input checked="" type="radio"/> No <input checked="" type="radio"/> No <input checked="" type="radio"/> No <input checked="" type="radio"/> No <input checked="" type="radio"/> No	\$ N/C \$ N/C \$ N/C \$ N/C \$ N/C \$ 800.00
D. Side Broom Lights: 1. Left and right curb brush and rear facing LED floodlights shall be provided.	<input checked="" type="radio"/> No	\$ N/C

Reference Nos:

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E.	<p>Electrical Wiring:</p> <ol style="list-style-type: none"> 1. Wiring shall be numbered and encased in spilt loom protective harness. 2. The electrical system shall be protected with auto-resetting circuit breakers or fuses. 3. All non-factory wire type connections (splices, connections) shall be soldered and shrink tube insulated with adhesive/melttable sealant; thick-wall polyolefin shrink tubing. No non-factory crimp connections allowed. No cutting or splicing into factory wiring harnesses allowed without prior discussion and approval. 	<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> N/C </u></p>
F.	<p>Back Up Alarm:</p> <ol style="list-style-type: none"> 1. A heavy-duty, SAE type B 107dB audible back-up alarm and warning light shall be provided. 	<p>dBa Rating: <u> 112 </u> db</p>	<p>\$ <u> N/C </u></p>

2.5

Interior

	Description of Equipment	Offered Equipment	Cost
A.	<p>Sweeper Controls:</p> <ol style="list-style-type: none"> 1. The sweeper shall be equipped with isolated right hand driver's controls so that the sweeper can be operated safely, easily and efficiently for optimum viewing during all sweeping operations. 2. Steering controls shall be tilt. 3. The center console shall contain all the operational controls for operating the sweeper 4. All sweeper console controls shall be easily accessible and viewable from the operator position. 5. All controls and gauges shall be illuminated. 6. All controls and gauges shall be ergonomically positioned for operator ease of operation for operators 5'-0" to 6'-6" tall. No control shall interfere with the operator. 	<p>Yes <input checked="" type="radio"/> No SEE ADDENDUM #1 SEE TECHNICAL SPEC DETAILS SECTION</p> <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><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>\$ <u> N/C </u></p> <p>\$ <u> N/C </u></p> <p>\$ <u> N/C </u></p> <p>\$ <u> N/C </u></p> <p>\$ <u> N/C </u></p> <p>\$ <u> N/C </u></p>

CCD Exhibit B - Technical Specifications

<p>D. Operator's Cab:</p> <ol style="list-style-type: none"> All weather positive pressure cab. The cab shall be fully enclosed with a full 180 viewing of the sweeping area. Large windows in the cab and in the doors for maximum visibility Cab shall be isolation mounted to reduce vibration. Cab shall have both sound and environmental insulation to reduce both noise and reduce heat gain and heat loss to the environment. Cab windows used shall be tinted safety glass. Camera System - One camera on each side (360 camera X 2) and one on the back of the unit - Brands: C2013B Echo (rear camera) and OEM Brigade Back Eye 360 BN360-100C or equivalent (360 cameras for sides/blind spots) 	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No EXCEEDS 360 DEGREE VIEWING </p> <p> <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 REAR CAMERA STANDARD </p> <p>View Window/windshield Size: <u>2.469 SQ INCHES</u> Door Glass Size: <u>2.426 SQ INCHES</u> Rear Window Size: <u>1.394 SQ INCHES</u> Opacity of Tint: <u>15-26</u> %</p> <p>8500 IN₂ IN TOTAL, INCLUDING LOWER WINDOWS BELOW WINDSHIELD.</p> <p>SEE TECHNICAL SPECS DETAILS SECTION</p>	<p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p>
<p>E. Cab Environmental Management:</p> <ol style="list-style-type: none"> Cab intake air shall be 100% filtered to remove dust and contaminants. The cab shall have multiple adjustable air vent disbursement to keep operators comfortable. The operator's cab shall have a multi-speed blower powered fresh air positive pressure ventilation. Heat, hot water system with windshield defrosters. Cooling, EPA compliant air conditioning system to keep the operator's area comfortable in Denver, CO summer months. 	<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> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>	<p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p>
<p>F. Windshield Wipers</p> <ol style="list-style-type: none"> Wipers dual-(2)-speed electric with intermittent function. Windshield washers 	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>	<p>\$ <u> </u> N/C</p> <p>\$ <u> </u> N/C</p>

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G.	Radio: 1. AM/FM CD USB high-power stereo radio with two 2-way 5-1/2" flush mounted in cab. 2. Antenna shall be mounted to protect it from tree branches	Make: <u>SONY</u> Model: <u>MEX-N5300BT</u> <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>N/C</u>
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2.6

Exterior

	Description of Equipment	Offered Equipment	Cost
A.	Exterior Rear-View Mirrors: 1. Two (2) mirrors required, cab A-pillar mounting bracket mounted left and right side for external rear view mirrors. 2. Main mirrors, motor head (left, right), heated, breakaway type stainless steel. 3. Auxiliary mirrors mounted to the left and right front mounted combination mirror shall be two (2) inside facing 10" dia. convex mirrors. 4. The mirrors shall not extend more than 9" beyond the doors. 5. A mirror guard for each main rear view mirror shall be provided that is large enough and strong enough to sufficiently protect/guard the mirrors from limb and road damage.	Location: <u>FORWARD OF CAB FOR BEST VISION OF SIDES OF MACHINE AND SIDE BROOMS</u> Make: <u>VELVAC</u> Model: <u>705107</u> Size: <u>16" x 6.5"</u> Size: <u>10" DIAMETER</u> Protected from tree branches: <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>
B.	Door Windows: 1. Windows shall be capable of being open in any position from fully closed to fully open.	<input checked="" type="radio"/> Yes <input type="radio"/> No FULL GLASS DOORS \$ N/C METAL FRAMED DOORS \$6500.00 <input checked="" type="radio"/> Yes <input type="radio"/> No SEE TECHNICAL SPECS DETAILS SECTION	\$ <u>6,500.00</u>
C.	Jack Points: 1. Jack points front and rear shall be provided. 2. Point shall allow hydraulic jacking up of the sweeper without damaging the sweeper.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>N/C</u>
D.	Front Bumper: 1. The front bumper shall be incorporated into the design of the Front Gutter Broom. Rear Bumper: 1. Rear bumper must be heavy duty and able to bump into tires of truck being dumped on without damage to either vehicle. 2. The bumper pads shall be mounted to the frame of the sweeper	<input checked="" type="radio"/> Yes <input type="radio"/> No SIZE: 5" WIDE X 20" TALL Size: <u>N/A SEE ADDEMDUM #1</u> <input checked="" type="radio"/> Yes <input type="radio"/> No Location: <u>SEE TECHNICAL SPECS DETAILS SECTION</u>	\$ <u>N/C</u> \$ <u>N/C</u>

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E.	<p>Tow Provisions:</p> <ol style="list-style-type: none"> Draft Gear must be provided. Tow hook shall be removable and have a storage area behind the cab the sweeper. The tow hooks shall be heavily reinforced to provide towing of the sweeper by a tow truck. No distortion of the hooks, their mounting surface or damage to the sweeper shall occur during towing. 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <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 style="text-align: center;">TILT DECK</p>	<p>\$ <u>N/C</u></p>
F.	<p>Greasing Provisions:</p> <ol style="list-style-type: none"> Grease manifold must be provided for all daily grease points Grease manifolds shall be easily accessed. There shall be no more than 3 grease manifold locations on the sweeper. Grease line must be crimp type line. 	<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><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>\$ <u>N/C</u></p>
G.	<p>Paint:</p> <ol style="list-style-type: none"> All visible exterior metal surfaces shall be "Bright White" polyester powder epoxy painted with prior to assembly. Powder epoxy paint shall be a minimum of 2-mils thick. All undercarriage components shall be polyester powder epoxy painted prior to assembly. Powder epoxy paint shall be a minimum of 2-mils thick. All other surfaces shall be painted with polyurethane enamel, applied following paint manufacturer's procedures to include using self-etching primer and treating bare metal with conditioners and conversion coatings. 	<p>Color: <u>WHITE</u></p> <p>Brand: <u>PPG</u> Type: <u>HIGH EDGE TGIC FORMULATION, POWDER COAT.</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Color: <u>GREY</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Color: <u>WHITE</u></p>	<p>\$ <u>N/C</u></p> <p>\$ <u>N/C</u></p> <p>\$ <u>N/C</u></p>
H.	<p>Roof Strobe Light System:</p> <ol style="list-style-type: none"> LED Strobe lights (3 required) shall be mounted to the exterior of the sweeper. <ol style="list-style-type: none"> Front Cab Surface: 2 required (DOT Compliant) Rear Cab Surface: 1 required 	<p>Make: <u>FEDERAL SIGNAL</u> Model: <u>607101-025B</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p style="text-align: center;">EXCEED 2 REAR</p>	<p>\$ <u>2,795.00</u></p>

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1.	Vehicle Signage shall be applied as follows: 1. "Danger Keep Back 50 Feet", rear of cab at roof level. 2. "Slow Moving Vehicle", rear of sweeper, DOT approved.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>200.00</u> \$ <u>N/C</u>
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2.7

Street Sweeping Equipment		Offered Equipment	Cost
A.	<p>Description of Equipment</p> <p>Water Spray System:</p> <ol style="list-style-type: none"> Spray system water pump shall be electric motor driven. Spray system shall spray: <ol style="list-style-type: none"> Left Gutter Broom Right Gutter Broom Front Gutter Broom (optional) 	<p>Drive Method: <u>ELECTRIC</u></p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No</p> <p>EXCEED, MAIN BROOM ALSO</p>	\$ <u>N/C</u>
B.	<p>Side Brooms:</p> <ol style="list-style-type: none"> Left and right side brooms shall be hydraulic motor driven. digger type that can be angled to the sweeping surface. The broom brushes shall be vertical digger type 41" dia. with 26" poly and wire fillers. Brooms shall be hydraulically lowered and raised by a single control easily accessed from the operator positions. Side brooms shall have hydraulic float feature. Side brooms shall be mechanical tilted to increase broom attach angle. Side brooms shall have hydraulic digging pressure/wear control feature to prevent over/under pressuring the broom into the pavement. Broom speed shall be easily adjustable from 0 rpm to 70 rpm and independent of sweeper ground speed. Side brooms shall not throw debris at tires. Side brooms shall have adjustable water spray system 	<p><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 <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</p> <p>Size: <u>36" DIAMETER WITH 26" FILTERS</u></p> <p>Rpm range: <u>90 RPM</u> to <u>160 RPM</u></p>	\$ <u>N/C</u>

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C.	<p>Main Broom:</p> <ol style="list-style-type: none"> 1. Main broom shall be polypropylene bristle 25-1/2" dia. x 50" long core type. 2. The main broom shall be hydraulic motor driven with a speed of 150 rpm. 3. Main broom shall have hydraulically applied down pressure operated by a single control, easily accessed from the operator positions. 	<p>Size: <u>35" DIA. X 66" LONG</u></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>N/C</u></p>
D.	<p>Conveyor:</p> <ol style="list-style-type: none"> 1. The conveyor shall be a of 2 parallel reinforced fabric rubber belt. 2. The conveyor shall have 11 full width flights with replaceable rubber squeegee. 3. The conveyor shall be capable of loading into the hopper objects as large as 4" thick. 4. The conveyor shall be hydraulic driven with relief valve protection and be reversible without reversing the main broom. 5. The hydraulic motor direct drive to a solid shaft. 6. Conveyor bearings shall be sealed self-aligning with grease points. 7. A conveyor roller flush system shall be provided. 8. The conveyor shall be able to load the hopper to + 95% capacity. 9. The conveyor must be constructed from T-1 type steel to reduce wear. 	<p>Conveyor Construction: <u>REINFORCED FABRIC RUBBER BELT</u></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> SEE ADDENDUM #1 SEE TECHNICAL SPECS DETAILS SECTION</p> <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><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Make: <u>ELGIN</u> Model: <u>CHEVRON</u></p>	<p>\$ <u>N/C</u></p>
E.	<p>Hopper:</p> <ol style="list-style-type: none"> 1. The hopper shall have a minimum of 3 yards material capacity at a minimum. 2. Hopper must be constructed of 304 stainless steel. 3. Hopper shall have full indicator. 4. Hydraulic lift capacity 8000-lb for dumping. 5. Hopper Cycle time: 6. Hopper raise and dump: 30 seconds 7. Retraction time: 40 seconds 8. Controls easily accessed operator positions. 9. Dumping shall be from rear of sweeper with a minimum 10'-4" dump height. 	<p>Material Capacity: <u>3.5</u> yds³ <u>EXCEED</u></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> SEE ADDENDUM #1 SEE TECHNICAL SPECS DETAILS SECTION</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No Capacity: <u>9,000</u> lbs</p> <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>Tilt: _____ sec</p> <p>Retraction: <u>30</u> sec</p> <p>Dump Height: <u>9'-6"</u></p>	<p>\$ <u>5,030.00</u></p>

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ONE COMPLETE VEHICLE TOTAL COST \$ 251,755.00

3.0

Optional Equipment

Do not include Optional Equipment in the total price of the vehicle; however, an equipment price must be provided. The City will determine if the equipment is to be purchased.

When a brand/model is referenced in the specifications unless it is stated as "No Approved Equal" it is only a statement of expected quality, information on alternative products shall be provided with the bid so a full technical comparison can be made of the product submitted as an "approved equal".

	Description of Equipment	Offered Equipment	Cost
A.	Automatic lubrication system to include: 1. Lubecore Centralized lubrication for daily lube point system capable of pumping NLGI # EP-2 grease. 2. System shall be Lubecore Authorized Dealer. Grease pump/reservoirs, control unit, distribution manifolds and grease hoses/lines shall be located/routed for maximum durability ease of access and protection from damage. 3. Grease pump/reservoir shall be 4 Kg grease capacity.	Make: <u>LUBECORE</u> Model: <u>SINGLE-LINE</u> Capable of Pumping NLGI # EP-2 Grease: <input checked="" type="radio"/> Yes <input type="radio"/> No Grease Reservoir Size: <u>4KG</u> System Pressure: <u>3600</u> psi Grease Line Material: <u>3/16" LUBE LINE</u>	\$ <u>SEE BELOW</u> \$ <u>SEE BELOW</u> \$ <u>4,985.00</u>
B.	Conspicuity Tape: 1. 3M, DOT-C2 Standard No. 108 reflective conspicuity tape. 2. Conspicuity tape shall be applied full length to rear and sides of the sweeper body.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>SEE BELOW</u> \$ <u>250.00</u>

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C	<p>Vacuum Assist Dust Filtering System:</p> <ol style="list-style-type: none"> 1. The sweeper must be equipped with a Vacuum Assist Dust Filtering System to aid in the collection of light dust controlled from the cab. 2. The Vacuum Assist Dust Filtering System shall collect dust from the main broom area through the conveyor and deposit it into the hopper. 3. The Vacuum Assist Dust Filtering System shall have a filter shaker operated from the cab. 4. The Vacuum Assist Dust Filtering System must have a dust filter with 230 square feet of filter material capable of filtering out 3-micron material from the air. 5. The Vacuum Assist Filtering System must move at least 2900 cfm thru the system when in operation. 6. The Vacuum Assist Dust Filtering System filter shall carry a 5-year warranty against defects or workmanship. 7. The Vacuum Assist Dust Filtering System must be hydraulic operated by fans located in the hopper area. 8. The Vacuum Assist Dust Filter must be Teflon Coated. 	<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><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>Warranty Length <u>1 YEAR</u></p> <p>Yes No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No Brand <u>TEFLON</u></p>
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4.0

Manuals/Equipment

Item	Description of Equipment	Offered Equipment	Cost
Training DVD	One DVD or CD or WEB based demonstrating and explaining the safe and proper use of the vehicle/equipment. 1. Equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>N/C</u>
Operators Manual Paper	One book per vehicle/equipment with "safe equipment operation" section for each component. 1. Equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>N/C</u>
Service/ Maintenance Manual Paper	Four complete sets per Contract (not per vehicle); binder required, 1. Manuals shall be provided for the sweeper. 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.	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>

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<p>Service/ Maintenance Manual on CD rom or DVD or WEB Based</p>	<p>Three complete set; per Contract (not per vehicle)</p> <ol style="list-style-type: none"> 1. Manuals shall be provided for 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 rooms 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> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>	<p>\$ <u>N/C</u></p> <p>\$ <u>N/C</u></p> <p>\$ <u>N/C</u></p> <p>\$ <u>N/C</u></p>
<p>Service/ Maintenance Manual on Internet Access, or Other Electronic Media</p>	<p>One complete set; per Contract (not per unit)</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. 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> <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> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>	<p>\$ <u>N/C</u></p> <p>\$ <u>N/C</u></p> <p>\$ <u>N/C</u></p>

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<p>Parts Manual Digital</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.</p> <ol style="list-style-type: none"> Information shall be provided for: <ol style="list-style-type: none"> Equipment Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guidelines and superseded parts information. USBs shall be provided when information is updated, superseded or changed. 	<p style="text-align: center;"> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No </p>	<p style="text-align: center;"> \$ <u> </u> N/C \$ <u> </u> N/C \$ <u> </u> N/C </p>
<p>Severe Duty Preventative Maintenance Schedule</p>	<ol style="list-style-type: none"> An OEM Severe Duty Preventative Maintenance Schedule should consist of a safety check and lubrication (recommend hours' engine oil change) as well as checks of key components such as brakes, lights, tire condition and inflation, and fluids. It also includes checking and adjusting high-wear components. Recommended Maintenance component change out schedule should consist of a common replacement parts that are designed to be changed on regular schedule such as Water pumps, belts, air dryers, air compressor and other common wearable parts. These service schedule should be set up in hours/milage/date base according to OEM recommendation. An OEM Severe Duty Preventative Maintenance Schedule and Recommended Maintenance component change out schedule must be submitted as part of this bid proposal 	<p style="text-align: center;"> <input checked="" type="radio"/> Yes No </p> <p>If other Specify: _____</p> <p>_____</p> <p>_____</p>	

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New Equipment	The successful vendor shall complete the City's	<input checked="" type="radio"/> Yes	<input type="radio"/> No	\$ <u>N/C</u>
Check-in Form:	"New Equipment Check-in Form" is complete and accurate with all requested information.	<input checked="" type="radio"/> Yes	<input type="radio"/> No	\$ <u>N/C</u>

4.1

Operator and Mechanics Training

Item	Description of Equipment	Offered Equipment	Cost
On Site Equipment Manufacturers Training	On site the vendor shall insure that the equipment manufacturers training representative, after delivery of the equipment Contacts Fleet Maintenances training manager to coordinate equipment training.	OPERATOR AND MECHANICAL TRAINING ON SITE IS INCLUDED WITH OUR EQUIPMENT. IF THE CITY HAS MORE THAN ONE SHIFT, WE WILL INCLUDE TRAINING FOR EACH SHIFT AT NO CHARGE TO THE CITY.	\$ <u>N/C</u>
Fleet Maintenance Training Manager	Michael Helgeson Telephone: 720-865-3912 Contact time: 8:00 am to 3:00 pm M-F	WE WILL ALSO CONDUCT RE-TRAINING EVERY YEAR OF THE CONTRACT AT NO CHARGE TO THE CITY.	
Training Requirements	Training shall consist of factory training materials, classroom and actual field training on the equipment for the equipment operators and supervisors.		\$ <u>N/C</u>
On Site Mechanics Training	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.		\$ <u>N/C</u>

5.0

Warranty 5.1 Warranty Requirement

	WARRANTY (Table 1)	Complies (Y or N/A)
A.	Warranty is to be a minimum of 1-years unlimited-hours on the entire sweeper. Warranties on manufacturer purchased items i. e. engine, hydraulic pump motor etc which are greater than the standard 1 year warranty shall be passed along to the City. The standard factory warranty plan shall be provided as an attachment to your bid proposal	Y
B.	The Warranty is to include at no cost to the City of Denver, all parts and labor, and no charge for work performed at the vendors facility	Y
C.	Warranty shall start when the City places the vehicle into service NOT on the delivery date	Y
D.	Warranty plans shall consist of the total unit and be broken out to a separate plan for each warranty item if applicable, such as engine warranty plan, transmission warranty plan, electrical, etc.	Y

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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" nonfactory item.	Y
F.	Bidder will be responsible for 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	Y
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	Y
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 \$125.00/hour, not to exceed \$150.00/hour. (Enter a response of N/A if not available)	Y
I.	The bidder shall respond to request for warranty assistance within twenty-four (24) hours.	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 a transmission rebuild) and shall be coordinated with an authorized City representative	Y
K.	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 law under State of Colorado 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 of such implied warranties under this Bid Proposal, and any attempt to do so will render the bidder's bid non-responsive under this Bid Proposal.	Y
L.	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
M.	This warranty in Table 1 and Table 2, is IN ADDITION to factory warranties on the vehicle and components	Y

5.2

Fleet Defects

Fleet Defects (Table 2)

Reference Nos:

22

Vendor/ Sub Vendor: Joe Johnson Equipment LLC

CCD Exhibit B - Technical Specifications

Request for Proposal # 10883A_2022
Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

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 Design, Testing, Material, and/or Workmanship, 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 seek 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 an on-going remedy continues past the warranty date the repairs will continue under warranty until completed or cease at a time agreed upon by the vendor and City and County of Denver.

5.3 Warranty Options and Cost

WARRANTY Options (Table 3)				
Cost of Extended Warranties	Please indicate in the columns below the additional cost of an extended warranty for all applicable components listed in the left hand column.			
	3 Years	Four Years	Five Years	Comments
A. Frame/Body	\$5,550.00	\$9,095.00	\$13,055.00	
B. Engine	Included in Above	Included in Above	Included in Above	
	Inc = Included		N/A = Not available	

Reference Nos:

CCD Exhibit B - Technical Specifications

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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.	Automatic Lube System					
M.	Notes:					

CCD Exhibit B - Technical Specifications

Request for Proposal # 10883A_2022
 Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

5.4 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.

Sweeper: Dealership Name: Joe Johnson Equipment LLC Telephone #: 585-254-7700
 Street Address: 13575 E. 37th Ave City: Denver

Sundries: Dealership Name: Joe Johnson Equipment LLC Telephone #: 585-254-7700
 Street Address: 13575 E. 37th Ave City: Denver

6.0 Sweepers and other-Road Equipment Delivery Documentation:	i.e.
Delivery Documentation (Below GVWR 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.	<ol style="list-style-type: none"> 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. Temporary License Plate. 8. New Equipment Check-in Form/ Vendor Supplied Information on the Vehicle. Form provided by Fleet contact Bill Zollo +1 (720) 8653924 9. Copy of City Purchase Order. 10. All Keys ordered for the equipment and extra equipment i.e. toolboxes etc. 11. All Manuals repair, parts, owners and/or CD's/DVD's etc 12. Vehicle Warranty information and receipt for optional warranty. 13. Receipts and Warranty information for vendor installed/supplied components (lift gates, snowplows, lighting equipment etc)
C. Delivery:	Monday through Friday between 8:00 am and 1:00 pm. Location: CITY AND COUNTY OF DENVER Fleet Management 5440 Roslyn St. Building C Denver, CO 80216 Contact person to coordinate delivery: Bill Zollo +1 (720) 8653924

Reference Nos:

CCD Exhibit B - Technical Specifications

Request for Proposal # 10883A_2022
 Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

7.0 Vehicle Delivery

7.1 Delivery of Complete Sweeper to City and County of Denver ELGIN WILL COMMIT TO 3-4 UNITS BY END OF Q2 2023.

PROVIDE NUMBER OF DAYS REQUIRED FOR DELIVERY OF COMPLETE SWEEPER

210 DAYS

APPROX. FOR 3-4 UNITS

8.0 Complete Vehicle Cost

Include:

- All of Sections 2.1 – 2.7
- 2.1: Basic Vehicle
- 2.2: Engine and Drivetrain
- 2.3: Tires and Wheels
- 2.4: Electrical System
- 2.5: Interior
- 2.6: Exterior
- 2.7: Street Sweeping Equipment

Do Not Include:

- Optional Equipment – Section 3.0
- Manual Cost (s) – Section 4.0
- Operator and Mechanics Training – Section 4.1
- Warranty Cost (s) – Section 5.3

TOTAL COST

\$ 251,755.00

Authorized Signature:



Reference Nos:

CCD Exhibit B – Parts and Components Considerations

1) PARTS AND COMPONENT CONSIDERATIONS

The City has a set of standard parts expectations that are used in all parts contractual agreements.

a) PRODUCT RETURN PROTOCOL

- i) Agencies shall receive full credit for any parts/ components returned within 365 calendar days of initial delivery, including any applicable core charges for a new part and/or a part returned for a core credit.
- ii) Agencies shall receive a minimum of one-half (1/2) or greater credit for any parts/ components returned within 366-730 calendar days of initial delivery, including any applicable core charges for a new part and/or a part returned for a core credit.
- iii) Vendor shall contact each using agency within thirty (30) calendar days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

b) PALLETS

- i) All pallets supplied shall be non-returnable (unless City agency requires it) and no deposit nor charges shall be applied.

c) PARTS CONSIGNMENT

- i) The Vendor shall consider consignment requests on behalf of City agencies.

(1) The Purchasing Division will arbitrate consignment arrangements when necessary.

d) PARTS AND COMPONENT CONSIDERATIONS:

- i) Standard City Parts and Component Delivery Protocol:
- ii) Unit prices to be inclusive of shipping and freight: F.O.B. Destination- Denver, Colorado- City and County of Denver property, delivered to multiple City locations.
- iii) The vendor will be required to maintain adequate local inventories to cover standard orders and usage by requesting City Agencies.
 - (1) The City shall coordinate with the awarded Vendor after the agreement has been signed, to identify a list what must be carried in local inventory by the awarded Vendor and what will be used on a standard basis by the City.
 - (a) This list is subject to change at the City's sole discretion

CCD Exhibit B – Parts and Components Considerations

- iv) The Vendor shall have the ability to provide a minimum of two (2) deliveries to each City owned maintenance facility, F.O.B.Point for repair parts. Additional delivery locations may be added or removed by the City during the life of this agreement. No additional charges will be accepted for new or removed locations.
- v) Delivery of in-stock / on-hand Parts/ Components, as agreed upon by both parties, at accepted vendor's location are to be delivered FOB Destination-City and County of Denver property at no charge.
 - (1) Orders received Monday-Friday before 12:00 PM requires same day delivery in the afternoon by 5:00 PM or earlier.
 - (2) Orders received Monday-Friday after 12:00 PM requires next business day (Monday-Friday) delivery before 12:00 PM or earlier.
- vi) The vendor shall collaborate with City agencies regarding their specific delivery requirements including but not limited to weekend and potential swing and night shift requirements during periods of emergency.
- vii) Deliveries of items not at accepted vendor location that require shipment from outside the Denver Metro Area are anticipated within forty-eight (48) hours (Monday through Friday excluding holidays) from the time the order is placed with the Vendor, at no charge for all freight costs, for all stock and non-stock items.
- viii) Upon initial parts price and availability request by the City, the accepted vendor shall contact the agency via email within two (2) hours of the initial City request and communicate the anticipated lead-time and pricing of the requested items.
- ix) The Vendor is to be able to accommodate a City of Denver need for next day delivery for all stock and non-stock items by City Agencies, as required; the City shall only compensate the Vendor for the balance of the next day freight costs versus standard delivery costs. Approval for any of these delivery needs must be provided by an authorized City Agency in writing prior to choosing any shipping option other than standard shipping
 - (1) The City defines next day delivery as delivery to the City location within twenty-four (24) hours from the time of the City's initial request
 - (2) The City defines two-day shipping as within forty-eight (48) hours from the time of the City's initial request
 - (3) The City may request that the Vendor provide a quote that identifies the cost of the materials via standard shipping and/or a quote that identifies twenty-four (24) hour shipping, in order to determine if the expedition of the materials is required.

CCD Exhibit B – Parts and Components Considerations

- (4) However, the City shall not compensate the vendor for any freight costs for those items specifically identified by each agency in writing that the vendor is to routinely stock for that agency, including any next day or two-day shipping costs.
 - x) Vendor will allow the City to pick up parts within two (2) business hours after an order has been placed- when required.
 - xi) Continual shortages and expedite requirements on the part of the City due to the accepted vendor's inventory shortages may result in termination of Master Purchase Order agreement.
- e) GENUINE MANUFACTURER ASSURANCE
- i) Supplied Parts and Components Nomenclature/ Identifiers are to correspond with Genuine Original Equipment Manufacturer (OEM) part numbers.
 - ii) No substitutions for OEM parts can be made by the Vendor to the City without prior written authorization.
- f) PROCUREMENT METHODOLOGIES-DEFINITIONS
- i) P-CARD: City Agency may utilize a City Credit Card (Procurement Card)
 - ii) Blanket PO(Purchase Order): City Agency may establish a Blanket PO, the Agency will place multiple orders using the same PO Number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over time.
 - iii) PO- City Agency may issue a single PO for a specific set of items for a specific instance; the Vendor will be required to invoice indicating the specific PO number.
 - iv) Catalog: The City Agency will order items through the City's ERP 'Catalog File' and issue the vendor PO's. The Purchasing Division, City Agency, and Vendor will continually collaborate to identify and update specific items and their pricing in the City 'Catalog'.
 - v) Note: The City reserves the right to add/ delete/ change procurement methodologies for manufacture line items herein throughout the term of Master Purchase Order agreement and any renewal periods.
- g) PARTS AND COMPONENT BILLING
- i) Vendor shall be able to accommodate combined periodic billing as required.
 - ii) Vendor shall have the capability of having multiple City accounts, with each identifying specific City Agencies for each account

CCD Exhibit B – Parts and Components Considerations

- (1) This requirement is to also include the name of the individual from the City that has placed the order
 - iii) Payment methodology may include, ACH, check or credit card (P-Card/ Procurement Card) for replacement parts
 - iv) The vendor cannot offer a separate pricing structure or charge an additional fee(s) for procurement (credit) card purchases for parts and components.
- h) PARTS AND COMPONENTS PRICE UPDATES
- i) Vendors shall provide a parts/components price list that will be effective at the beginning of the awarded contract with the City.
 - ii) For any parts/components not provided in the price list, the City shall assume that the price charged by the Vendor on the first time the part/component is ordered and charged as the effective price, unless an updated price list is provided by the Vendor that follows the following protocols
 - iii) Price list(s) changes/ updates will be allowed to go in effect only if preceded by a fifteen (15) calendar day written notice by the vendor to the City.
 - iv) Vendors will be allowed to submit price list changes only once in any one (1) 365 calendar day time period.
 - v) Vendor updated pricing is to be submitted in writing or via email to Purchasing and City agencies.
 - vi) Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer and/or a justification acceptable to the Director of Purchasing.
 - vii) Percentage Price Adjustment Rates shall remain firm and fixed for the duration of the contract
- i) CATALOG (PARTS/ COMPONENTS):
- i) The City has implemented a SKU (Stock Keeping Unit) inventory-tracking module into its financial system, known internally as the 'Catalog';
 - ii) It is a specific requirement of this solicitation that an awarded vendor(s) collaborate with the City to introduce and maintain specific SKU's/ Items within the City's 'Catalog' (as required);
 - iii) The protocol for the City/ Vendor/ SKU 'Catalog' collaboration includes but is not limited to the following:

CCD Exhibit B – Parts and Components Considerations

- iv) Specific items will be identified by the City to be become a SKU/Catalog Item;
 - (1) The City and vendor will collaborate to determine the SKU/Catalog Item description;
 - (2) Specific SKU/Catalog Item pricing will be determined by applying the vendor's price percentage adjustment to the price list and price column identified by the vendor for each SKU/Catalog Item or as determined by specific bid price for the SKU/Catalog Item (as applicable);
 - (3) The SKU/Catalog Item price will be fixed for finite periods as determined by the City;
 - (4) City Agencies will order the SKU/Catalog Item via the City's Purchasing Division's Procurement Module and issue the vendor Purchase Orders;
 - (5) The vendor shall enter/ populate City SKU/Catalog Item upload templates with required information and pricing