### **AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City" or "Customer") and **TRANSWEST FREIGHTLINER**, **LLC**, a Colorado company whose address is 7626 BRIGHTON RD, COMMERCE CITY, CO 80022 ("Contractor").

### **RECITALS:**

- 1. The City desires to obtain a 3 Freightliner Coronado SD Tractor Trucks and 20 Freightliner 114 SD Cab and Chassis and associated equipment, and Contractor desires to provide that equipment to the City.
- 2. Payment for the equipment shall be financed through a separate lease-purchase agreement (the "LPA") between the City and Chase Equipment Finance, Inc., ("Financer").

### **AGREEMENT:**

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

- 1. **FORM OF AGREEMENT**. This Agreement shall consist of the terms and conditions stated in the following numbered Articles, together with those exhibits or attachments that are referenced and incorporated in such Articles. In the event that any conflict between the terms and conditions contained in this document and those contained in any exhibits or attachments shall occur, the terms and conditions of these numbered Articles shall be controlling.
- 2. <u>COORDINATION AND LIAISON</u>: Contractor agrees that during the term of this Agreement it shall fully coordinate the performance of this Agreement with the City, including the Manager of Public Works ("Manager") or as otherwise directed by the City. Contractor understands that the Manager or designee is the City's representative or Project Manager under this Agreement through whom Contractor obligations performed under this Agreement shall be coordinated.

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

- A. Contractor shall provide to the City the equipment and warranties listed and described on **Exhibit A** attached hereto (hereinafter referred to as the "Equipment" and "Warranties").
- B. It is understood and agreed that the Equipment and Warranties associated with this Agreement that are being provided to the City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Agreement.
- 4. **SPECIAL PURCHASING TERMS AND CONDITIONS:** In addition to all other terms and conditions stated in this Agreement, Contractor shall comply with the following special purchasing terms and conditions:
- A. Pricing is F.O.B. Denver, CO, delivered to the City facilities as set out on Exhibit A.

- B. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City; and such loss, injury or destruction shall not release Contractor from any obligation hereunder. Thereafter, risk of loss shall pass to the City and Financer as further described in the LPA.
- C. Contractor agrees to furnish, upon the written request of the City, any additional information needed to substantiate or clarify the design and/or performance characteristics of the Equipment.
  - D. Contractor Invoices must include the following:
    - (l) City contract control number.
    - (2) Items listed individually.
    - (3) Invoice number and date.
    - (4) Requesting department name and "ship to" address.
    - (5) Payment terms.
- 5. <u>TERM</u>. The term of this Agreement shall commence upon January 1, 2014, and expire on December 31, 2015.

### 6. **COMPENSATION**.

- A. It is understood and agreed that the City has elected to lease/purchase/finance the Equipment and Warranties through the LPA. The City and Financer have also entered into an escrow agreement that together with the LPA provide for payment to the Contractor of the maximum amount stated herein subject to the procedure set out in the LPA. The Contractor's performance under this Agreement is expressly conditioned upon funding of the escrow agreement and proper payment as set out herein.
- B. The total compensation payable to Contractor for acquiring and delivering the Equipment together with the Warranties shall not exceed the amount of **TWO MILLION EIGHT HUNDRED THIRTY SIX THOUSAND NINE HUNDRED AND NINETY-SIX DOLLARS** (\$2,836,996.00) (the "Maximum Purchase Amount"), payable directly to the Contractor by Financer. Title to the Equipment shall vest with Financer upon payment of the Maximum Purchase Amount to Contractor. Beneficial use of the Equipment and Warranties shall remain with the City.
- C. The total compensation payable by the City to Contractor under this Agreement for the Equipment and Warranties shall not exceed Zero Dollars (\$0.00) (the "Maximum Contract Amount").
- D. The total obligation of the City hereunder shall be limited to funds appropriated for the purposes of this Agreement by the Council of the City and County of Denver, paid into the Treasury of the City and encumbered for the purpose of this Agreement.
- 7. **TIME IS OF THE ESSENCE**: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by Contractor, time is of the essence.

- 8. **STATUS OF CONTRACTOR**: It is understood and agreed by and between the parties that the status of Contractor shall be that of an independent contractor and it is not intended, nor shall it be construed, that Contractor or any employee or subconsultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.
- 9. **TERMINATION OF AGREEMENT**: The City may terminate this Agreement at any time on thirty (30) days' notice if Contractor is in breach or default of the Agreement or if the underlying project or activity is canceled. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead <u>nolo contendere</u>, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business. Contractor may terminate this Agreement upon ten (10) days prior written notice if (a) the City breaches this Agreement and the breach remains uncured for thirty (30) days after receipt of written notice of the breach, or (b) Financer fails to honor its obligations under the LPA.
- 10. <u>WHEN RIGHTS AND REMEDIES NOT WAIVED</u>: In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.
- 11. **EXAMINATION OF RECORDS**: Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor, involving transactions related to this Agreement.
- 12. TAXES, PERMITS AND LICENSES: Contractor agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and permits and all taxes. Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.
- 13. <u>VENUE, GOVERNING LAW</u>: Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, is hereby expressly

incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver County or Denver District Court in the City and County of Denver, Colorado.

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

### 15. **ASSIGNMENT AND SUBCONTRACTING**:

- A. Provided that the City shall have accepted the Equipment, the City shall not have the right to and shall not assert against any assignee of Financer or other registered owner of the Equipment any claim, counterclaim or other right the City may have against the Contractor.
- B. None of the City's right, title and interest in any portion of the Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease all or part of such Equipment if (a) such sublease is to an agency or department of, or a political subdivision of, the State or (b) the City obtains the prior written consent of Financer and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Financer that such subleasing will not adversely affect the exclusion of the interest components of the rental payments made to Financer under the lease-purchase transaction referenced herein from gross income for federal income purposes. Any such sublease of all or part of any Equipment shall be subject to the lease-purchase transaction with Financer and the rights of Financer in, to and under such transaction with respect to the Equipment.
- C. The City is otherwise not obligated or liable under this Agreement to any party other than the Contractor named herein. Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.
- 16. <u>NO DISCRIMINATION IN EMPLOYMENT</u>: In connection with the performance of work under this Agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

### 17. **INSURANCE:**

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

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

- **B.** Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- C. <u>Additional Insureds:</u> For Commercial General Liability, and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- **D.** <u>Waiver of Subrogation:</u> For all coverages, Contractor's insurer shall waive subrogation rights against the City.
- **E.** <u>Subcontractors and Subconsultants:</u> All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

- **F.** Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.
- **G.** <u>Commercial General Liability:</u> Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- **H.** <u>Business Automobile Liability:</u> Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

### I. Additional Provisions:

- (a) For Commercial General Liability and Excess Liability, the policies must provide the following:
  - (i) That this Agreement is an Insured Contract under the policy;
  - (ii) Defense costs are in excess of policy limits;
  - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
  - (b) For claims-made coverage:
    - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
  - (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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

### 18. **DEFENSE AND INDEMNIFICATION:**

- A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- **B**. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- **D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- **E**. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- **F.** In the event of any claim to the City concerning infringement or violation of a third party's intellectual property rights, the City will endeavor to promptly notify Contractor in writing of any such claim and will cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (1) contest, (2) settle, (3) procure for the City the right to continue using the Equipment, software, or services, or (4) modify or replace them to be non-infringing (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If none of the foregoing options is reasonably possible, then Contractor will

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

- 19. **CONFLICT OF INTEREST**: The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.
- 20. **NO THIRD PARTY BENEFICIARY**: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors and suppliers. It is otherwise the express intention of the City and Contractor that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

### 21. TRADE SECRETS AND CONFIDENTIAL INFORMATION:

- **A**. Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters related to this Agreement which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.
- **B**. In the event that this Agreement or any exhibit or attachment is the subject of an open records request by a third party under Colorado law, the City will notify Contractor of such request. If Contractor believes that any material furnished to the City under this Agreement is not subject to disclosure, it shall take whatever action it deems necessary or appropriate to obtain a court order from the Denver District Court to preclude such disclosure by the City.
- 22. **<u>DISPUTES</u>**: All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et. seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 2 hereof.
- 23. <u>TAXES, CHARGES AND PENALTIES</u>: The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.
- 24. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

- 25. **SEVERABILITY**: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 26. SURVIVAL OF CERTAIN AGREEMENT PROVISIONS: The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- Agreement, together with the LPA, are intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

### 28. **LEGAL AUTHORITY**:

- **A**. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- **B**. The person or persons signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.
- C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

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

### 30. <u>NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:</u>

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

### **B.** The Contractor certifies that:

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

### **C.** The Contractor also agrees and represents that:

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

- the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- **D.** The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.
- 31. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 32. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

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

With a copy of any such notice to:

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

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

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

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

- 34. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- 35. <u>ADVERTISING AND PUBLIC DISCLOSURE</u>: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 36. <u>CITY EXECUTION OF AGREEMENT:</u> The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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### EXHIBIT A EQUIPMENT PURCHASED

<b>Quantity</b>	<u>ltem</u>	<u>Unit Price</u>
3	Freightliner Coronado SD Tractor Truck	\$130,432
20	Freightliner 114 SD Cab and Chassis With Trailer Towing option installed (\$1,185)	\$122,285
	TOTAL PURCHASE AMOUNT:	<b>\$2,836,996</b>

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

Delivery of the Freightliner Coronado SD Tractor Trucks shall be to 5440 Roslyn Street, Denver, CO 80216.

Delivery of the Freightliner 114 SD Cab and Chassis shall be in Monroe, WI and the Contractor shall provide a Manufacturer's Statement of Origin to the City for the delivered vehicles as a condition precedent for the City's issuance of an Acceptance Certificate for each batch.

Contractor shall deliver the vehicles in five separate batches, four deliveries of five units for the Freightliner 114 SD Cab and Chassis and one delivery of the three Tractor Trucks, the sequencing of which shall be agreed to between the Contractor and the City. The Contractor shall be paid pursuant to an Acceptance Certificate for each complete batch delivered.

Delivery shall be completed no later than November 15, 2014.

# CCD\_LOI\_TRANSWEST\_CAB AND CHASSIS\_EXHIBIT

### Romero, Michael P. -Purchasing

From:

Sent:

ö

Will Schafer [whschafer@transwest.com]
Wednesday, May 29, 2013 12:58 PM
Romero, Michael P. - Purchasing
Bales, Gary D. - PW Fleet; Legg, Doug - PW Street Maintenance; Cooper, Tony L. - PW Fleet
Freightliner chassis options
DENVER SINGLE FRAME.doc; DENVER DOUBLE FRAME.doc

Attachments: Subject:

Categories: Important

Michael,

The option for a 13 gallon DEF tank with factory fill is \$ 92.00

between the double channel frame rails. We also have an option for a single frame rail with over 3,000,000 RBM(specs attached). Eliminate wear issues

SUSPENSION for the snow plow. \$ 496.00 and adds only 5 LBS including PARTIAL INNER FRAME REINFORCEMENT AT FRONT

### Thanks,

**Government/Fleet Manager** Will Schafer



303-907-1357 303-288-2310 303-301-7509 Fax Direct Cell

whschafer@transwest.com

Reference Nos.: 11-037, 11-038 12-074, 12-075

13-108,13-109

## CITY AND COUNTY OF DENVER

**Technical Specifications and Request for Proposal Items** 

Tandem Axle Multi-Purpose Dump Truck with Options

### <u>.</u> **General Description**

A new current model year, Class 8, 64,000 GVWR (plate certified) business class tandem axle truck.

without modifications to the provided cab and chassis. 11.0 The cab and chassis shall be compatible and suitable for the installation of the body equipment listed in Section 11.0 and optional equipment The cab and chassis sections 3.0 thru 3.9 is intended to have installed on the cab and chassis the body equipment and accessories in the Section

shall be suitable for 1) snow plowing and salt/sand spreading, 2) hauling materials from dirt and debris to asphalt for paving operations for installation of a multi-purpose live-bottom dump body configuration and options. The cab and chassis and final completed version of the truck The cab and chassis shall be powered by a turbo-charged diesel engine with charge air cooling, a 64,000 GVWR axle/suspension rating less tires

### <u>:</u> **Standard Factory Equipment**

specifically superseded in these specifications. Accessories not specifically mentioned herein but necessary to furnish a complete unit ready for All standard factory equipment shall be included with the vehicle/equipment; no deletions of standard factory equipment will be permitted unless use shall also be included

## 1.2 **Government Requirements (where applicable)**

and specifications: The vehicle/equipment shall be built to, and perform in accordance with, all the requirements of the latest edition of the following standards

- 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)

### <u>၂</u> Workmanship and Durability

operation of the equipment/vehicle Workmanship throughout the vehicle/equipment shall conform to the highest standards. Durability shall be sufficient to allow safe and efficient

## 1.4 Completion of Bid Items and Alternates

Vendor shall complete each line item in "Offered Equipment" and "Cost" columns in the following manner:

A. Provide vehicle/equipments technical information: in "Offered Equipment" provide technical information as requested and provide cost of item in "Cost" column.

Reference Nos.: 11-037, 11-038, 12-074, 12-075	
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1	
Vendor/Sub Vendor:	

- œ Included Standard Equipment: in "Offered Equipment" column provide technical information as requested for standard equipment in, "Cost" column write NC for "No Charge".
- ဂ offered, in "Cost" column provide cost if there is a bid item cost. Differences: in "RED" ink in "Offered Equipment" column adjacent to Description of Equipment provide information on the item being
- Ō 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.

## 1.5 Major Areas of Concern

## **Build Status of Vehicles:**

## 2.0 2.1 Contractor and all sub vendors after receipt of the City's purchase order shall:

include but not limited to: The primary Contractor (prime vendor) shall be responsible for providing within 15 business days to the City a "Preliminary Build Status Plan" to

- standards and be delivered on time. The "Build Status Plan" shall include sufficient detail to assure that the ordered units will meet specifications and be built to the highest quality
- Placement date of initial order with the cab and chassis manufacture.
- Cab and chassis manufacturer's date of order acceptance. Written order confirmation is required
- Placement date of initial order with the body manufacture.
- Body manufacturer's date of order acceptance. Written order confirmation is required
- Build date for cab and chassis to include start date and completion date

## 2.2 The Contractor shall contact all sub vendors:

of all accessories and equipment, manufacturer's order confirmation, order number, vehicle specifications, build date and delivery date to dealer Purchasing and the body contractor so the body contractor can timely order required components, the accessories, and equipment and has the items in stock and is prepared to install the body, accessories and equipment items when the vehicle arrives at their facility. from the vehicle manufacturer on the ordered vehicle. It is the cab and chassis selling dealer's responsibility to notify Fleet Management, The Contractor shall contact all sub-contractors providing accessories and equipment for the vehicle (s) and provide all the contractors with the list

### 3.0 Basic Requirements or Approved Equal

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axle, left-hand steering with stainless steel multi-purpose, live-bottom dump body or approved equal.  Front axle shall be setback 38" from front of bumper, approximate.  Wheelbase: 205" approximate.  Usable Cab-to-Trunnion: 126" approximate.  Usable After Frame: 64", approximate  Stront tire cut angle 50°, approximate  Front tire cut angle 50°, approximate  Wall-to-wall turning diameter: 67'-0", approximate.  Maximum cab height: 9'-6", approximate.  Vendor shall verify that wheelbase cab to axle and rear frame length is appropriate for application. Rear of frame shall extend to rear of body.	Description of Equipment  1 Construction type tendem axle straight truck with setback front	Basic Vehicle or Approved Equal
Make: Trunkt line: Model: 1/45D GVWR Rating: 66,000 lbs Front Axle Setback: 48 in Wheelbase: 192 " C to T: 126 " A F: 64 " Cut Angle: 50 " Turn Di 61.8 " Height of Truck Cab: 122 "		
\$8170	Cost	

0750A-2012 SPECIFICATION AND PRICING TEMPLATE

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Keying:  1. Keys keyed alike Ignition, Door, (same) and Toolboxes (same), 7  1. sets per vehicle.  2. If the City has similar make and model trucks in the fleet the trucks	not difficult.  3. A check valve shall be provided at the vehicles air tank to prevent air loss.	shall be easily accessible and protected behind the bumper and angled rearward away from the bumper so that hose connection is	<ol> <li>Air brake 3/8" female quick-connect hook up system on right front of the vehicle for wrecker air brake connection. Quick-connectors</li> </ol>	Towing Provisions:  1. Tow hooks, two front and two rear, frame mounted.	4. Frame extension for snowplow installation.	3. RBM and deep frame section 3,217,000 in-lb. minimum.	heat-treated steel, with main		Description of Equipment
Yes No	Yes No		Type of connection. A CLERK STREET	South Connect		Frame RBM/rail:3, 817, 200 lbf-in	Yield Strength: <u>/&amp;O, 000</u> psi Section Modulus/rail: <u>&amp;&amp;, 7</u> in³	Frame Rating: 66,000 -lbs	Offered Equipment
\$ 10 / 0				\$6/2	,1,		Inch	•	Cost

ııgıı	Description of Equipment	Offered Equipment	Cost
P	Engine:	フィー・ト Nodel フフル	プキと
;	1. Cummins ISX-11.9 liter, VGT turbocharged diesel engine, rated at	7017	\$
	370 hp @ 2,100 rpm, torque 1,450 lb/ft @ 1,200 rpm, 2,100 rpm	HP: 380 @ 1300 rpm	
	governed includes:	lorque: 1450 @ 100 - Ipili	
	<ol><li>Engine shall utilize DEF (diesel exhaust fluid) to meet current EPA</li></ol>		
	regulations and reduce NOx:		・一つと
	<ol><li>Engine shall meet the EPA, 50-State Clean Idle Certification</li></ol>	(Yes) No	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	<ol><li>Engines shall be electronically controlled with following</li></ol>		
	components:		ر ج ج
	<ul> <li>Engine protection system to monitor low oil pressure, high</li> </ul>	Tes	
	coolant temperature and low coolant level that will prevent		
	component damage with manual over-ride on truck engine:		* > / >
	b. Low oil pressure.		
	c. High oil temperature.		
	d. High coolant temperature.	No.	_
	e. Low coolant level.	Ves No	

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0750A-2012 SPECIFICATION AND PRICING TEMPLATE

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<ol> <li>Air inlet restriction indicator located in cab.</li> <li>Air inlet restriction indicator located in cab.</li> <li>Exhaust Meeting 2010 EPA Standards:         <ol> <li>Exhaust discharge shall be on the right side of the vehicle below the dump body cab protector.</li> <li>The exhaust after treatment device shall be vertically mounted behind the cab so as to not obstruct maintenance/repairs underneath the truck.</li> </ol> </li> </ol>	Engine Air Intake:  1. The air intake shall be under the hood. 2. The air intake shall be positioned so that the air filter can be easily serviced. 3. Air filter dual element dry type.	uel: F	4. Retailed control switches dear months of the driver.  a On/Off switch.  b High/I ow retardation range.		Retardation: 1. Transmission output shaft retarder (preferred Option) No External Driveline Retarders. 2. Engine and exhaust/turbo brake combination that does not raise exhaust noise (no Jacobs brakes).	f. High transmission oil temperature. g. Idle shutdown timer set at 10 minutes. h. Speed limiter top gear and cruise. 5. Computer controlled fast idle and PTO protection. 6. Thermos bottle stopper-type dipstick. 7. Magnetic drain plug. 8. Delco-Remy 22-SI, 160 amp alternator. 9. Delco-Remy 39 MT, 12v starter with over crank protection.	Description of Equipment
Trap Make: Detroit Model: 180X  Location: Under Passenger BOOK  Vertical Pipe	27	Make: Detroit Model: Full Flow Make: DAVCO Model: 483	Yes No	Yes No IOIT AT TIME	Horsepov Horsepov	Make: Del to Kemy Model: 39 mT OCP	ent
\$520	\$ S 7 D	\$ 360		\$ 570		\$ \$ 57D \$ \$ 57D	Cost

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energized.  b. Light when engine coolant drops below 40°F.  Plug-in shall be mounted under driver's door, protected from mechanical and weather damage. Heater plug shall be a male standard grounded 15 amp rated plug.	coolant temperature controlled to:  a. Turn "on" at 40°F engine coolant temperature.  b. Turn "off at 55°F engine coolant temperature.  The plug-in station shall have 2 LED indicator lights to:  a. Light when plugged into "hot line" to show "hot line is	Cold weather starting aids on truck engine.  1. Block heater, Phillips "Zero-Start" 120vAC, 1500 Watt, engine	Air compressor: 1. Engine mounted with no belts. 2. Bendix Westinghouse 15.5 cfm minimum.	Fan Clutch: 1. Horton Drive Master fan clutch with automatic fan control. 2. The fan shall operate off of engine coolant and transmission coolant temperature.	Coolant Hoses: 1. Gates "Blue Stripe" hoses 2. Hose clamps constant torque hose clamps.	Diesel Enhancement Fluid Tank:  1. Location behind fuel tank  2. Size 6-gallons minimum  3. Tank fill opening shall be easily identified as "DEF Fluid Only" and shall not accept the entrance of a standard diesel fuel nozzle.	Fuel Tank: 1. Capacity 80-gallons 2. The fuel tank shall be frame mounted on left side of chassis.	Vertical chrome stack and stainless steel exhaust guard curved out 60° elbow. The exhaust stack/60° elbow shall easily fit up to Denver's exhaust gas evacuation system. Exhaust discharge shall be below the dump body cab protector and exhaust gases shall not discolor the dump body. The exhaust turn out shall extend out enough to prevent exhaust noise reverberation into the cab and shall also have approximately 6" of clearance to the headache board.	Description of Equipment
Location: LH Driver Dook	On Temperature: 40 Off Temperature: 55	Phillips Model: Temro	Make: Size: 19 cfm Model: BA-981	Make: Kyes Model: ON 1 off	Make: Gates Type: Bluc Stripc	Location: 4H  DEF Tank Volume: 6 gallons  Yes No	Fuel Take Volume: 80 gallons	Ves No	Offered Equipment
\$ 570	\$ Inch	\$600	\$ 570	\$ 570	\$ \$7D \$ \$7D	\$ 572	\$ 84		Cost

Vendor/Sub Vendor

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X	Magnetic drain plug.	Transmission water-to-oil cooler.	Allison TranSynd transmission fluid.	Transmission interface wiring for Allison MD/HD transmission.	Electric push-button transmission controls dash mounted.	High/Low retardation range.	On/Off switch.	access for the driver (if provided)	Transmission retarded control switches dash mounted with easy	transmission retarder is purchased).	stage when the driver removes their foot from the throttle pedal (if	Retarder, See Section 3.2.B retarder shall be activated for 1	severe duty of 75,000 miles or 36 months.	Deep pan transmission sump with "Gold Series" filter kit rated for	chemical; spread rates.	providing accurate ground speed information for accurate	Transmission computer unit shall talk with snow fighting computer	maximum engine rpm.	"Best" fuel economy; speed shall not be more than 67 mph at	Transmission and rear differential gearing shall be optimized for	1,550 lb/ft torque with the following components:	Allison New World HD4500-RDS-P, wide ratio, 6-speed rated for	Transmission:	Description of Equipment	Transmission and Drivetrain or Approved Equal
(	(Yes) No	Ne No	Fluid Type: JANTACILLO		Yes No	) és	Yes	Yes (NO)	Yes No		,		-	Yes No	/		(Yes) No		1	CYes No	Speeds: 6	i	TON BON	Offered Equipment	
					,										, , , , ,		9	よっ				\$10000	デルタン	COSL	O Control

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	Springs:  1 Front leaf with graphite impregnated spring pin bushings. Front: capacity 20,000-lbs. minimum with shock absorbers. 2 Rear Hendrickson RTE-463 walking-beam, multi-leaf spring	Front Axle:  1. Eaton, capacity 20,000-lbs. minimum  2. Oil seals and Union 76 Triton EP 75W-90 synthetic gear lubricant.			Rear Axles: 1. Eaton single reduction, capacity 46,000-lbs. 2. Driver controlled main power divider locking differential.	<ol> <li>PTO speed limiter shall be connected to the engine computer for to an external overspeed box (EOS).</li> <li>PTO shall efficiently operate all hydraulic systems at engine "low idle" 750 rpm or less. Increasing engine speed above 800 rpm shall not improve hydraulic operations.</li> </ol>	8 8	Description of Equipment
s No ity:in	Make SEE Model: ADDONNA\$  Capacity - Ibs  Make: Model: \$	Make: Detroit Model: DA F 20 Capacity: 20,000	Axle Ratio: 5.63  Yes No	Top Speed: 67 mph level	Meritor Model: AT46 1609	Yes No PTO Idle rpm:		Offered Equipment
₩ ₩ ₩ 	<del>\$</del> \$	\$2000	) N		\$2100	<del>()</del>	φ φ	Cost

# 0750A\_ADDENDA #2 REPLACEMENT SECTION 3.3.E

Mandatory for Pre-Qualification and due as required in the Revised Schedule of Events (Specifications Due Date) indicated in addenda #2 document.

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<ul> <li>2. Rear Suspension:</li> <li>a. Suspension shall be designed for high-articulation for transversing bumps, ridges and washboard without bottoming out the suspension even during cross articulation</li> <li>b. The suspension shall be 2-stage with a softer spring rate for unloaded/light load operation and a full heavy suspension for operating at maximum load.</li> <li>c. The suspension shall have a combination elastomer rubber center bearing and parabolic tapered leaf springs to support and control the axle movements.</li> <li>d. The suspension shall use transverse and torque rods for differential positioning and controlling axle wind-up.</li> <li>e. Rear suspension capacity 46,000-lbs minimum</li> <li>f. Suspension shall have inboard heavy-duty shock absorbers</li> <li>a. If drum brakes are provided the brake chambers shall be forward mounted to provide asphalt paver clearance.</li> </ul>	Springs: 1. Front leaf with graphite impregnated spring pin bushings. Front: capacity 20,000-lbs. minimum with shock absorbers.	Description of Equipment
Make: Hendrickson Model: Haw Mawx  Excellent Articulation for Intended Purpose/Application: Ces No Suspension 2-Stage: Yes No  Describe Suspension Design: Nubber Center Dearing Tapered Tent Tope of Axie Locators Used: a Hra KODS  Weight Capacity: 6,000 lbs HD Shock Absorbers: Yes No  If Drum Brakes Brake Chamber Location:	Make: TL Model: Flat Pat Pat Pat Pat Pat Pat Pat Pat Pat P	Offered Equipment
\$2900	\$ 700	Cost

0750A-2012 SPECIFICATION AND PRICING TEMPLATE

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8	Driveline: 1. Heavy-Duty, 2-piece, 2. Eaton Permalube type U-joints.	Air Dryer: (No Approved Equal)  1. Bendix AD-IP with heated steel reservoir, automatic moisture ejector and cable operated air tank drain valves accessible from outside of vehicle. No Approved Equals.  2. Air dryer shall be installed on the outside of the frame rail in a location that is easy access and does not exceed 15-minutes to service unit.	3. Interaxle Driver Controlled Differential Lock system. 3. Interaxle Driveline Lock (IADL) to lock front and rear drive axles together. The interaxle differential lock shall be automatically locked via the ATC or manually locked by the driver. The IADL switch shall activate a flashing LED warning light. 4. Air lines shall be color-coded nylon type.	<ol> <li>Anti-Lock Brake System (ABS): Eaton 65/6M with ATC, 6-challing with (6 sensors &amp; 6 modulators) and 5-9 psi crack pressure relay valve. System shall control all wheels/axles for safe braking.</li> <li>Automatic Traction Control (ATC) shall work in conjunction with the Eaton ABS brake system in low traction situations limiting torque to least loaded tire allowing most loaded tire to receive torque and pull the vehicle. The ATC system in conjunction with the Interaxle Driveline Lock shall provide traction control very</li> </ol>	7	<ul> <li>with non-aspestos brake pages.</li> <li>Bendix, 17" disc rear, model ADB225 extended service brakes with non-aspestos brake pads.</li> <li>Brake chambers type 2824, size 24 chamber.</li> <li>All brake components shall provide adequate clearance for</li> </ul>	Brakes: 1. Bendix, 17" disc front, model ADB22x extended service brakes	Description of Equipment
Make: TRW Model: THP60 w/	Make: Meritor Model: Extended	Make: Bendy Model: AD-1P  Location: LH Rail	Yes No	WITH ATC	1990 Model: 45/4m	Rear Make: Bendix Model: ADB 234 V Front Chamber: 24 Rear Chamber: 24 (Yes) No	dix	Offered Equipment
\$ N /c	\$N/c	\$ 20/0	\$ 575	\$Inch	on S		\$20/2	Cost

Vendor/Sub Vendor:

0750A-2012 SPECIFICATION AND PRICING TEMPLATE

Elect	Electrical System or Approved Equal  Description of Equipment  A. Alternator: 1. Delco-Remy 22SI heavy duty, internally regulated, output 160-amp minimum.
	Batteries:  1. Batteries, Group 31 with a total CCA of 1,950 minimum.  2. Battery location frame mounted right side.  3. Battery shut-off switch easy to see and access.  4. Jump start provision easy to access.  5. Battery cables (00) stranded copper minimum.  6. Battery cables (00) stranded copper minimum.
C.	Circuit Protection: 1. Circuit breakers with manual reset, no fuses. 2. Circuit breaker panel shall be easy to access. 3. Circuit breaker panel shall be clearly labeled for easy
Ď	Wiring:  1. Wiring shall be color coded with hot stamped wire numbers.  2. All wiring shall be run in sealed wiring looms to reduce corrosion from magnesium chloride products.
iııl	Body Builder Junction Box:  1. Body builder's junction box shall be provided in cab to prevent corrosion from magnesium chloride.  2. Terminal shall be marked for easy identification.
ŢII.	Back Up Alarm:  1. The back up alarm shall be112 dB, SAE type B, fully sealed, back-up alarm system with:  2. Wired into vehicle's backup light system using OEM plug-in

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	6. Back up lights Truck-Lite LED, flush mount, sealed lexall body, grommet insulted, multi-pin units model 44 P/N 44206C.  7. Marker lights Truck-Lite LED 3 per side model 10 P/N 10250R or	<del>-</del>	n type. Warranty" 12vDC, LED type, met insulted with Fit' N	Lights: (No Approved Equals)  1 Halogen sealed beam headlights, 12v.	Description of Equipment
Make: FTL Model: $\angle ED$		Make: FTL Model: LED	Model:	Yes No	Offered Equipment
\$Inch	\$Inch	\$ Inch	\$ \$70	\$ 570	Cost

3.5

3.6

<u>a</u>. Seat fore/aft travel:

Tires and Wheels or Approved Equal A. Disc, 10-hole, Hub piloted type, Single nut, Meets ISO Standard 4107. Tires315/80R22.5, tubeless, 20-ply, load range L.
 Front Michelin XZUS, Steer Tires.
 Rear dual: Michelin XZUS, Steer Tires Wheels: Description of Equipment White powder epoxy coated finish. Front 22.5" x 9". Rear 22.5" x 9" Make: Hayes Offered Equipment Make: Miche Size: 3/580R 22.5 Make: Michelin Model: Model: Acmmerz Model: Cost

SPECIFICATION AND PRICING TEMPLATE

0750A-2012

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responsive.  2. Interior left side dimensions measured:  a. Belly Room: seat back to steering wheel.  b. Leg Room: seat front edge to brake pedal.  c. Head Room: seat cushion to ceiling.	Required Submittals with Bid:  1. Requested information must be submitted with bid for evaluation.  Failure to submit the requested information may make bid non-	physical problems and fatigue.  The interior design and seat position shall provide for installation of snowplow joystick and controls in an ergonomic and functional	Cab Interior Design:  1. The cab shall be configured to be ergonomic, comfortable and with ample room to minimize operator fatigue and discomfort. The City has operators of varying statures and adjustable seating and controls will increase safety and minimize on-the-job related	reach and operate from left seat.  2. Tilt and telescoping steering wheel to accommodate operators with large variations in sizes.	Steering Controls Left Side:  1. All critical controls required to operate the vehicle shall be easy to	Interior or Approved Equal  Description of Equipment
Seat full forward: 16. Seat full back: 35. Seat full forward: 13. Seat full back: 32. Seat full raised: 39.	Provide Materials:	Yes No If "No" Explain:	If "No" Explain:	Tilt: (Yes) No Telescoping: (Yes) No	Make: FTZModel:	Offered Equipment
				\$ 270	\$570	Cost
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0750A-2012 SPECIFICATION AND PRICING TEMPLATE

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3	Air Conditioning:  1. Factory installed cab R134A air conditioning  2. Cab shall be insulated to include floor, firewall, roof and walls.	Floor Covering: 1. Floor covering shall be heavy-duty black rubber/vinyl flooring.	tachometer, voltmeter, coolant temperature, on temperature, pressure, transmission oil temperature, fuel level, front/rear differential temperature gauges and air pressure with low airpressure alarms (light, audible).	Instrumentation:  1. Instrumentation shall include speedometer, engine hourmeter,	of driver's of various sizes and physiques.  The switch panel shall have permanently labeled and lighted and lights etc.	minimum of 10 switches for sundries equipment control switches.  The panel location shall be in an ergonomic location and shall not require more than 30° head movement and be within easy reach	Upfitter's Switch Panel:  1. The vehicle manufacturer shall provide for the snowplow and salt/sander body manufacturer an upfitter's switch panel with a	rests.  2. Passengers seat Bostrom high back non-suspension seat with gray vinyl.	a	object g. Floor Height: measured ground to cab floor. h. Cab Step Heights: measured from ground. i. Steering Wheel Tilt and Telescoping: 3. Location of the transmission shifter:	e. Seat height travel: f. Steering Wheel "Knuckle Clearance": distance to closest	Description of Equipment
Speeds: 2 Self Park: (Yes) No	No No	Flooring Type: Heavy Duty Black Rubbus S	No Explain:	(Yes) No	Yes No	Yes) No	Number of Switches: 10	Make: Bostrom Model: NON - Susp		Height 52." 2nd Step: 36."  Tilt: 20.0 Telescoping distance: 3"	Travel: ##" Knuckle Clearance: 8"	Offered Equipment
\$ 570	\$070	\$ 570	7	\$575			\$280	\$ 270	\$ 170			Cost

Vendor/Sub Vendor:

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one interior for passenger.  2. Grab handles shall provide adequate clearance to other objects to provide easy access and clearance to prevent pinch or other	Grab Handles:  1. One each on exterior of cab for operator and passenger assist and	<ol> <li>Extinguisher ABC, 5-ID. dry type rectified geable</li> <li>Installed in cab.</li> <li>Location labeled with 1" letters on outside of the cab.</li> </ol>	Fire extinguisher:	<ol> <li>Radio AM/FM stereo with speaker balance.</li> <li>Speakers two required.</li> </ol>	Radio:	Description of Equipment
Yes No	Yes No	No No	No.	Yes No		Offered Equipment
	\$21		S U		*\ \{\}	Cost

3.8

1	Description of Equipment	Offered Equipment	Cost
₽	Paint:	•	アスプ
	1. Polyurethane paint equal to DuPont Imron 5000, "Bright White",	Make: +ThroN Type: 6000	()
•	applied following manufacture's procedures to include:	43	
	2. Color top coat, 2 coats, applied to all non-stainless steel	Yes No	
	components following manufactures procedures.		
	3. Removing all mill scale and slag.		
		Ves No	
	•	(Yes) No	
	conversion coatings or approved equal.		9
œ	Engine Hood:		(
	1. Engine fully accessible and serviceable,	New No	
	<ol><li>Front hood and fenders shall easily tilt forward for access.</li></ol>	(Tes) No	
0	Cab Design:		- / 1
	1. Cab steel or aluminum heavy-duty body, Construction Type	terial	A (
	2. Air suspension	No S	6
	3. The hood shall have a 10" minimum slope for improved driver	Hood Slope: / / Inches	Α Λ + >
	visibility.		-
	4. Molded 1-piece fiberglass hood and fenders with painted hood	No	-  -  -
	and stationary mounted grill.	,	ב ב
	5. Rubber fender extensions.	(Yes) No	A 6
	6. Exterior sun visor full width.	No No	
	7. Right lower door window.	No No	9 6
	8. Electric windows left and right sides.	(Yes) No	Ψ // C

Vendor/Sub Vendor

0750A-2012 SPECIFICATION AND PRICING TEMPLATE

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<ul> <li>Undercoating:</li> <li>1. A protective non-asphaltic base undercoat</li> <li>2. Undercoating shall be applied to all exposed undercarriage parts and components, which are subject to corrosion.</li> </ul>	Air Horns: 1. Dual Hadley 26" air horns with shields 2. Mounted on top left side of cab.	uides steel chrome 30" high with top indicator hall not interfere with the opening and closing	Mirrors: "No Approved Equal"  1. Rear view mirrors Moto Mirror Model 7-5400 "Flat Back Traditional" 7" x 16" motor head, remote, heated, stainless steel left and right mounted on the cab. 2. Convex 8" stainless steel mirrors mounted under primary mirrors. 3. Right hand down mirror shall also be provided. 4. Convex mirror on right front fender to show small objects along the right side of the truck.	9. Door and ignition keyed the same.
Brand:Type: Yes No	Make: Hadley Model: 26" Location: Tup lot Cab LH	Make: FTL Model: lighted	Make: West Cogst Model: DUal AXIS  HTD / Remote  Make: FTL Model: 8"  Provide Mirror Width: 102	Yes No
₩	\$ 47	\$260	\$240	

Vendor/Sub Vendor:

## VEHICLE SUB TOTAL COST | \$ 117,336

## 3.9

equipment is to be purchased. **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

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Tota	d.	ç.	Þ.	ä	Inspect	insp	artic	The	bid	from	<b>∑</b> 2	5	cab =	Inspection Trip:	The	resi	The			=	ıά		
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st pe	ls pe	ging	ace	are p	on T	on ₩	The	ma	all	Ş	e fal	2	cha cha	함	em	bla	lem	럂	S five	sch	± 15	. <u>₹</u>	nitor
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1st a	Meals per person per day:	Lodging per person per day:	Surface transportation costs:		Inspection Trip Costs to include:	hov	ts sh	nd 4	es to	of D	tis		e 00		ssec	is ≶	cont	ting	al ele	ÿ	inas	real	vsdr
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ins						any d	e ba	eser	mar	yr, th	ed fi		ctio	200/	E F	-tite	d in a	cle f	nic i			and work stops on a real time basis	stop
Total cost per person for 1st article inspection trip:						inspection will require and how many days the inspection will	article. The provided costs shall be based on one (1) person per	The City may select to send 4 representatives to inspect the 1 <sup>st</sup>	bid price all travel expenses to the manufacturing plant for the	e bic	When the fabricating plant is located further than 200 road-miles		ㅁ 5	ր <del>‡</del>	The system shall have passed SAE J-1455 vibration test	resistant plastic case that is water -tite and insulated	an in	monitoring and reporting vehicle functions and information.	Has five (5) additional electronic inputs 8 to 30 vDC for		Oses the City's own maps of Deliver area Cantures meter readings (odometer, engli	S.	Monitors route pick-ups/work stops, show the vehicles route
on t						the i	on o	/es t	innic	der	r tha		thef	D T. D	vibr	insu	jecti	ions	s 8 to	ď	moin		MOL
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						— (	- per	<b>1</b> st	Ф	from the City and County of Denver, the bidder shall include in the	iles		cab and chassis during the construction of the first (1st) article prior	The City and County of Denver reserves the right to inspect at the			The system shall be fully contained in an injection molded, impact	٩			Oses the City's own maps of Deliver area.		oute
											_		<u>d</u>				<del></del>				<u></u> -		
		Looging / day: \$ Hotel:	<u>.</u>	Surface Transportation: \$ 20	Air Fare: \$ 450					Plant Location: MT	Distance to fabrication			Provide information:	Yes	)	Yes	) /	(Tell)	1		<u>)</u>	(Tes)
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0750A-2012 SPECIFICATION AND PRICING TEMPLATE

Mainais/Equipment	Donoristics of Marinmont	Offered Equipment	Cost
Training Tape	One VHS tape, DVD or CD demonstrating and explaining the safe and proper use of the		
	vehicle/equipment.  1. Cab and chassis.	Yes (No)	<del>\$</del>
Operators Manual	One book per vehicle/equipment with "safe		
Paper	equipment operation" section for each component.  1. Cab and Chassis.		\$ N / S
Service/	Two complete sets per Contract (not per vehicle);		
Maintenance Manual	binder required,		
Paper	3	35	
		Yes	()
	2. Manuals shall include complete and detailed information for maintenance of the equipment	Yes	-
	including general information, specifications,		
	troubleshooting guide, lubrication and required		
	adjustments.  3. The hydraulic and electrical sections of the	Yes (No)	
		(	
	electrical/hydraulic binder. Both the hydraulic		
	coded schematics for each equipment function		
	to show the flow of both electrical current and hydraulic oil.		
Service/			
Maintenance Manual	Manuals shall be provided for:     A Cah and Chassis	Yes	\$00C
CD rom or DVD	2. Manuals shall include complete and detailed	No	
	including general information, specifications, troubleshooting quide, lubrication and required		
		À	
	3. The hydraulic and electrical sections of the	Tes (No.	
	electrical/hydraulic binder. Both the hydraulic		
	and electrical circuits shall have separate color		
	coded schematics for each equipment function		
	hydraulic oil		

0750A-2012 SPECIFICATION AND PRICING TEMPLATE

		)	
	<ol> <li>New CD roms or DVDs shall be provided when information is updated, superseded or changed.</li> </ol>	Yes	\$000
Service/ Maintenance Manual	One complete set; per Contract (not per vehicle)  1. Vendor shall provide access to the site for the	Yes No	\$500
on Internet Access, or	vehicle/equipment at a one time up front cost		
Other Electronic	to the City.  2. Internet information shall include complete and	(Yes) No	
	detailed information for maintenance of the equipment, including general information,	Spec	
	specifications, troubleshooting guide,		
	3. The hydraulic and electrical sections of the	Yes	
	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.		
Parts Manual	Two complete sets, per Contract (not per vehicle)		
Paper	1. Manuals shall be provided for:		Î)
	2. Illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system.	Ves No	
Parts Manual	One complete set, per Contract (not per vehicle)		•
on CD rom or DVD	data so that part numbers can be readily found for		
	Information shall be provided for:     A Cob and charging	No.	\$0 00
	Parts manuals shall include complete and     defailed information for replacement parts for	No No	
	the equipment, including general information, specifications ordering quide lines and		
	superseded parts information.  New CD roms or DVDs shall be provided when	Yes	

### Check-in Form: New Equipment Other Electronic Parts Manual Internet Access, or 4. Ċī ယ Ņ "New Equipment Check-in Form" completely and accurately with all requested information. The successful vendor shall complete the City's vehicle) One complete subscription; per Contract (not per Internet information shall allow the City 24 hour vehicle/equipment, shall include general parts Internet information shall cover main maintenance facility and all its satellite changed. superseded parts information. specifications ordering guide lines and the equipment, including general information, detailed information for replacement parts for Parts manuals shall include complete and vehicle/equipment at a one time up front cost length of time that the City owns the Vendor shall provide access to the site for the Internet information shall include complete and maintenance facilities. 7 days/week including holidays access from its to the City. lines and superseded parts information. information, parts specifications, ordering guide detailed information for parts for the: A. Cab and Chassis Access Information: 7 days/week including holidays If other Specify: Yes Yes N<sub>O</sub> 8 8 8 Yes Z O

Training Facility	Mr. Felix Espinosa, Mr. Felix Espinosa, Telephone: 720.865.3912 Contact time: 8:00 am to 3:00 pm M-F Training shall consist of factory training materials,	Fleet Maintenance Training Manager Training
ersh.	manufacturers training representative, after delivery of the equipment Contacts Fleet Maintenances training manager to coordinate equipment training.  Mr. Felix Espinosa, Telephone: 720.865.3912 Contact time: 8:00 am to 3:00 pm M-F Training shall consist of factory training materials, classroom and actual field training on the equipment for the equipment operators and	Manufacturers Training  Fleet Maintenance Training Manager  Training Requirements
Offered Equipment	Description of Equipment  On site the worder shall insure that the equipment	Item

6.0 Repair Parts Delivery-See Main Bid Document Section B.4 Line 6

Reference Nos.: 11-037, 11-038, 12-074, 12-075

Vendor/Sub Vendok

# 0750A-2012 SPECIFICATION AND PRICING TEMPLATE

# 7.0 Warranty

7.1

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.
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
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 \$71.00/hour, not to exceed \$85.00/hour. (Enter a response of N/A if not available)
Bidder shall use a single, local factory authorized dealership that will accomplish or coordinate required warrainy work. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty narts shall be available and supplied within 24 hours.
permitted unless pre-approved by the City in writing and, where applicable, indicated on bid sheet as a "dealer installed" non-factory item.
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
Warranty plans shall consist of the total unit and be broken out to a separate plan for each walranty lient in applicable, such as engine warranty plan, transmission warranty plan, electrical, etc.
Warranty shall start when the City places the venicle into service <b>NOT</b> on the delivery date.  Taking an exception may make bid non compliant.
provided as an attachment to your bid proposal
Express warranty is to be a minimum of 12 months on the vehicle/equipment. The standard factory warranty plan shall be
WARRANTY (Table 1) Class 7 & 8 Vehicles

Reference Nos.: 11-037, 11-038, 12-074, 12-075

# 0750A-2012 SPECIFICATION AND PRICING TEMPLATE

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.  This warranty in Table 1 and Table 2, is IN ADDITION to factory warranties on the vehicle and components

7.2

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Outside Metro-Denver: Vendor will pay for all transportation costs if unit(s) must be sent out of the Deriver alled to repairs. The City and County of Denver also reserves the right to 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.  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 completed. If an one-going remedy continue of Denver	Mitigation: Should the vendor become non responsive to the City's notification of a Fleet Defect, tile City may employ several options. (1) with a first provided in writing of The City's intent to mitigate its circumstances, the City may chose 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 chose 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.  The City and the City and the City for any parts of the Denver area for repairs. The City and the 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.	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 the defective parts/ systems, such that the identified problem is cured and the operation of the vehicle/equipment is not altered. When alterations the defective parts/ systems, such that change or modify the original bid specifications must be approved by the City and County of are received as a constant of the constant also propose a work schedule that is mutually agreed upon by the City of Denver that corrects the fleet deficiency within a constant all agreed upon schedule.	WARRANTY - (Table 2) Fleet Defect Clause, Class 7 & 8 Vehicles  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" ones into effect	Fleet Defects

0750A-2012 SPECIFICATION AND PRICING TEMPLATE

7.3

	WARK	WARRAN I Y Options (Table 3) Class 7 & 8 Vehicles	Vehicles
Cost of Factory Extended	Please indicate in the columns below the additional cost of an	pelow the additional cost of an	
Warranties	hand column.	extended warranty for all applicable components listed in the left hand column.	
	Inc = Included	N/A = Not available	
	Two Years	Three Years	Five Years
A. Cab and Chassis	/558	293/	53//
B. Engine	included.	1500	3/50
_	in cluded	Inc vdec	388
_	in cluded	/das	3500
	152	ly ce	854
F. Air Conditioning	736	146	1150
H. a. Pumps			
b. Cylinders			
c. Tanks			
e. Controls			
I. Attached Body			
J. Joystick			
K. Electrical Components			
L. Other			
M. Notes:			

7.4 Warranty Service Locations: Warranty repair parts and service shall be available locally at an established factory authorized dealership meeting requirements of Table 1 Section 7.

A. Cab & Chassis:

Dealership Name: Transwes TTrucks
Street Address: 7684 Brighton Kd

Telephone #: 303 - 289 - 3/6
City: Commerce ! 44

B. Sundries:

Dealership Name: TranswesTTru Street Address: 7550 & 1-25 Fran

Telephone #: 303 - 684 - 3400 City: FREDERICK, CO

\$ •

Reference Nos.: 11-037, 11-038, 12-074, 12-075

27

# 0 Heavy Duty Vehicle Delivery Documentation:

9.0 9.1 10.0 **Complete Vehicle Cost** Vehicle Delivery

Delivery of Cab and Chassis to Body Vendor Do Not Include: Include: Cab & Chassis Total Cost **Optional Equipment** TOTAL COST, CAB and CHASSIS AFTER PURCHASE ORDER IS ISSUED FOR DELIVERY OF CAB AND CHASSIS PROVIDE NUMBER OF DAYS REQUIRED 90-140DAYS

Informational Items in Section 11.0 of the specifications (Below)

Warranty Cost (s)
Manual Cost (s)

**Dump Body Total Cost** 

Snowplow System Total Cost Spreader System Total Cost Optional Items Total Cost

PRICE: \$117,336

REMOVE: < - \$281> (Block Heater)

DEF TANK: +\$92

FRAME OPTION: +\$496

PPI ADJUSTMENT: +\$3,457

PRICE ADJUSTED TO: \$121,100

Reference Nos.: 11-037, 11-038, 12-074, 12-075

### CCD\_LOI\_TRANSWEST\_TRUCK\_EXHIBIT\_11-4-2013

RETURN TO:

Department of General Services PURCHASING DIVISION 201 West Colfax Avenue Department 304, 11<sup>th</sup> Floor Denver, CO 80202 Phone: (720) 913-8100 FAX: (720) 913-8101 CITY AND COUNTY OF DENVER



Department of General Services PURCHASING DIVISION www.denvergov.org/purchasing

Buyer: Michael Romero 720-913-8122

### FORMAL PROPOSAL

### Formal Proposal No. 7125

### TRACTOR TRUCKS (2) AND TRAILER

### SCHEDULE OF EVENTS

Proposal Issued	July 15, 2013		
Deadline to Submit Additional Questions	July 23, 2013	3:00 P.M.	Local Time
Response to Written Questions	July 25 , 2013		
Proposal Due Date	July 31,2013	3:00 PM	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

### VENDOR SIGN HERE

Company Name:	Transwest Truck Trailer RV
Ву:	Will Schafer
Signature:	(Printed or Typed Name)  Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.
Email:	whschatere transwest, com
Phone:	303-289-316/







## City & County of Denver Bid 7125

## **OPTIONS PER STREET DEPT.**

Base Bid Price	\$ 127,959.00
485 Hp / 1850 Torque	2,351.00
Engine Block Heater W/O Thermostat & Lights	(281.00)
13 Gallon DEF Tank	(46.00)
<b>Dual 60 Gallon Fuel Tanks</b>	(51.00)
Eaton 18 Speed Ultrashift	(3,500.00)
18,000 # Front Axle	1,477.00
18,000 # Front Suspension	486.00
22.5 x 9.00 Front Wheels (18,000 # Rating)	363.00
180" Wheelbase	N/C
<b>Factory Installed CB Radio</b>	157.00
<b>Modifications per Unit CH59 Specifications</b>	(233.00)
2015 Model Year Increase	1,750.00
Revised Bid Price	\$ 130,432.00

Reference Nos. 13-120

# CITY AND COUNTY OF DENVER Technical Specifications and Bid Items For a Tandem Drive Axle Class-8 Tractor and Options

### 1.0 General Description

A new current model year, Class 8, severe-duty, business class tandem drive axle tractor. Powered by a turbo-charged diesel engine with charge air cooling, a 60,000 GVWR axle/suspension rating less tires with fifth wheel configuration and options. The truck shall be suitable and compatible for pulling the 51-foot, 125-cubic yard trash transfer trailer loaded at maximum capacity in very slow moving stop and go heavy traffic in 100°F plus temperatures and in very cold below 0° F winter temperatures. The tractors/trailers will be used by Solid waste to haul and dump trash at the landfill where dump soil conditions make traction and hauling very severe. The tractors/trailers normally route to land fill is on urban roadways (35 to 45 mph) in "stop and go" traffic but occasionally the units will travel 4-lane (55 to 65 mph) roadways. On occasions the combined weight of the tractor/trailer and load will exceed 80,000-lbs to as high as 96,000-lbs.

1.1 Standard Factory Equipment

All standard factory equipment shall be included with the vehicle/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)

NFPA National Fire Prevention Association

### 1.3 Workmanship and Durability

Workmanship throughout the vehicle/equipment shall conform to the highest standards. Durability shall be sufficient to allow safe and efficient operation of the equipment/vehicle.

1.4 Completion of Bid Items and Alternates

Vendor shall complete each line item in "Offered Equipment" and "Cost" columns in the following manner:

A. Provide vehicle/equipments technical information: in "Offered Equipment" provide technical information as requested and provide cost of item in "Cost" column.

1

Vendor/Sub Vendor:

Reference Nos: 13-120

B. Included Standard Equipment: in "Offered Equipment" column provide technical information as requested for standard equipment in, "Cost" column write NC for "No Charge".

C. Differences: in "RED" ink in "Offered Equipment" column adjacent to Description of Equipment provide information on the item being

offered, in "Cost" column provide cost if there is a bid item cost.

D. Vendors shall break out and list costs for each specification section. <u>Failure to break out proposed costs may cause proposal to be non-responsive</u>. 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.

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".

2.1 Basic Vehicle or Approved Equal:

Dasic	Venicle of Approved Equal:		l Coot
	Description of Equipment	Offered Equipment	Costo 70 9
A.	Cab and chassis with setback front axle, straight truck with left-hand	Make: FTL Model: Coyonago SC	1 3 0 1 , 1 0
	steering set-up for severe duty uses or approved equal. Front axle	Frame Rating: 60,000 lbs	
	shall be setback 49" minimum from front of bumper with an effective	Wheelbase: 200 "	
	cab-to-axle of approximately 124-inches and wheelbase 200"	C to A:	
	approximate.	A F:	
ŀ	Wall-to-wall turning approximately 61' left and 72' right	Cut Angle: Left 45° Right 45° Turn Dia.: Left 61 ft Right 71.9 ft	ŀ
	Vendor shall verify CA and wheelbase are correct for intended	Tull Dia Leit 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	application.		\$ N/C
В.	Wheel base and cab-to-centerline of rear axle shall be appropriate for	(Yes) No	\
ŀ	options selected from this specification. Vendor shall be responsible	Yes No	
	for the correct configuration.		
C.	Frame:	GVWR: 60,000 lbs	\$ 700
	1. Frame rating 60,000-lbs. GVWR minimum,	GVVR: 60)000 ins	Ψ / Ο Ο
	2. The frame shall be heavy-duty 120,000-psi full channel heat-	Yield Strength: /AOpsi	
	treated steel	Section Modulus/rail: 16.98 in <sup>3</sup>	
	3. Main frame 2,086,000 in-lb. RBM	Section Woodius/rail. 10 11 10 III	
	4. Deep frame section 3,235,000 in-lb. minimum.	Frame RBM/rail: 3217200_lbf-in	

D.	Vehicle Performance: (Maximum Speed on % Grade/Load)	Total Vehicle Weight/Speed:	
	Grade: 0% level Grade: 1% Grade: 3% Grade: 5% Grade: 7% Grade: 8%	50,000-lbs         80,000-lbs           mph         mph           mph         mph           mph         mph           mph         mph           mph         mph           mph         mph           mph         mph	ATTACHED
E.	<ol> <li>Towing Provisions:         <ol> <li>Tow hooks, two front frame mounted.</li> <li>Air brake 1/4" female Type "C" steel quick-connect hook up system on vehicle for wrecker air brake connection.</li> <li>Connector shall be equal to: Camel PN 61-523 or Amflo PN C2 or Schrader PN 3504. "Reference Only".</li> <li>Quick-connectors shall be accessible and protected but shall not stick out where they could get damaged.</li> </ol> </li> <li>A check valve shall be provided at the vehicles air tank to prevent air loss.</li> </ol>	Yes No Model: QUICK  Wes No  Yes No	\$ N/C \$ 150
F.	Component Service:  1. All components that require regular servicing shall be easy to access and be located as much as possible to protect the components from road splash.  2. Access to rear engine mounts or transmission removal should not require the removal of electrical wiring, hydraulic hoses, air tanks or air dryers.  3. Air dryer shall be easy and quick to access for servicing.	Yes No  Ses No  Mounting Location: Outside Rail	\$ N/C
G.	<ul> <li>Keying:</li> <li>1. Keys keyed alike Ignition, Door, (same) and Toolboxes (same), 2 standard sets per vehicle.</li> <li>2. Additional 7 key sets</li> <li>3. If the City has similar make and model trucks in fleet the trucks shall be keyed the same as existing trucks.</li> </ul>	Cost for additional set of keys: \$15 per set X7=	\$ NC \$ 105 \$ N/C

Vendor/Sub Vendo

Reference Nos: 13-120

3

2.2 Engine or "Approved Equal"

Liigiii	e or Approved Educat	Offered Equipment	Cost
	Description of Equipment	Olicied Edribilicur	
Α.	Engine:  1. Engine: Cummins ISX-11.9L, "Smart Torque" rated at 400-hp @ 1,800 rpm, 1,450/1,650-lb/ft torque, 1,200-rpm or larger for heavy hauling:  Multiple Alliso N  2. 2014 EPA regulations and reduce NOx and "Green house Gas"	Make: Commins Model: TSX 15  HP: HAS @ 1800 rpm  Low Torque: 1650 @ 1100 rpm  High Torque: 1650 @ 1100 rpm  Emissions Rating: 646/H  Meets 2014 "Green House Emissions": Yes No	\$ N/C
	emissions.  a. Does engine utilize DEF (diesel exhaust fluid) to meet current EPA Emission requirements?	Yes No If No-Explain:	
	The engine shall be certified to operate on the City's B-20 bio diesel fuel	Yes No	
	4. Engines shall be electronically controlled with following components:  a. Engine protection system to monitor low oil pressure, high coolant temperature and low coolant level that will prevent component damage with manual over-ride on truck engine:	Yes No	
	b. Low oil pressure. c. High oil temperature. d. High coolant temperature. e. Low coolant level. f. High transmission oil temperature. g. Idle shutdown timer. h. Speed limiter top gear and cruse. 5. Computer controlled fast idle and PTO protection. 6. Thermos bottle stopper-type dipstick.	Yes No	
	7. Magnetic drain plug. 8. Alternator 160-amp.	Make: DR Model: 285T Model: 39 m7	
B.	9. Starter 12v with over-crank protection. Filtration: 1. Oil: Fleetguard LF3000 full flow/bypass oil filter. 2. Fuel: Racor 690RP12 fuel/water separator with thermostatically controlled fuel line heater.	Make: Flect Model: LF3000 Make: DAWCO Model: 382	\$ NIC \$ 100

Vendor/Sub Vendor:

Reference Nos: 13-120

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C.	<ol> <li>Engine Air Intake:</li> <li>The air intake shall be on the far left side of the vehicle.</li> <li>The air intake shall be positioned so that it can not draw in exhaust gases.</li> <li>Air filter dual element dry type with air inlet restriction indicator located in cab</li> </ol>	Make: Donaldson Model: HICAP	\$ N/c_
D.	<ol> <li>Exhaust Meeting 2014 Tier 4 EPA Standards:</li> <li>Exhaust discharge shall be on the opposite side from the driver's station to reduce exhaust getting into the cab.</li> <li>The exhaust after treatment device shall be installed so as to not obstruct maintenance/repairs underneath the truck.</li> <li>Maximum exhaust system height shall not be higher than the highest point on the truck body of headache rack.</li> <li>Horizontal with a vertical chrome stack curved out 60° and with a stainless steel exhaust guard.</li> <li>The exhaust system shall easily fit up to Denver's exhaust gas evacuation system.</li> <li>Exhaust discharge shall not discolor the body, headache rack or</li> </ol>	Trap Make: Cummins Model: TSX Location: RH Under DOOR  No Yes No Yes No Yes No Yes No	\$ N/C
E.	be drawn into the operator's cab.  Fuel Tank:  1. Fuel tanks 160-gallon with dual 80-gallon tanks on left and right sides with non-slip step in tanks to provide step access to rear platform.  2. Each fuel tank shall frame mounted with 1 tank on left side and 1 tank on right side.  3. Fuel tank may be combined with body supplier's hydraulic tank (optional must be approved by the City).	Size: 80 gallons Location: 4	\$ 400 \$ NIC \$ NIC
F.	<ol> <li>Diesel Enhancement Fluid Tank:</li> <li>Location behind left fuel tank.</li> <li>Size 23-gallons minimum.</li> <li>Tank fill opening shall be easily identified as "DEF Fluid Only" and shall not accept the entrance of a standard diesel fuel nozzle.</li> </ol>	Location: <u>LH BOC</u> DEF Tank Volume: <u>23</u> gallons No	\$40
G.	Coolant Hoses: 1. Gates Blue Stripe hoses 2. With constant torque hose clamps.	No No	\$ N/C
Н.	Fan:  1. Fan clutch heavy-service-duty with automatic fan control.  2. The fan shall operate off of engine coolant and transmission coolant temperature.	Make: Kysor Model: ON/Off Yes No Chaine	\$ N/C

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Reference Nos: 13-120

Vendor/Sub Vendor.

1.	Air System:  1. Air compressor Bendix 18.7-cfm Tu-Flo minimum  2. Air tanks mounted horizontal inside frame.	Make: Cummin Model: \$U160  Capacity: 18,7 cfm  Location: Inside under Baff Box  (Yes) No Petcock	\$_70/2
	<ol> <li>Air drain values shall be ¼-turn brass with "Flag" style handle and air blast routed away from the person operating the valve.</li> <li>The drain valves shall be installed in an easy to access and operate position in a central location</li> <li>The valve bracket shall be permanently labeled (engraved):         <ul> <li>"Drain Air Tanks Daily"</li> <li>"Air Valve 3"</li> <li>"4" font size</li> </ul> </li> </ol>	Yes No Yes No	\$ N/C
	"Air Valve 1" "Air Valve 2" "Air Valve 3" ½" font size 6. Air lines shall be color-coded nylon type.	(Yes No	
J.	Cold weather starting aids on truck engine. "No Approved Equal"  1. Block heater, Phillips "Zero-Start" 120vAC, 1500 Watt, engine	Make: Philips Model: Zero	\$650
	coolant temperature controlled to:  a. Turn "on" at 40°F engine coolant temperature.  b. Turn "off at 55°F engine coolant temperature.  2. The plug-in station shall have 2 LED indicator lights to:	On Temperature: +0 Off Temperature: 55	\$
	<ul> <li>a. Light when plugged into "hot line" to show "hot line is energized.</li> <li>b. Light when engine coolant drops below 40°F.</li> <li>3. Plug-in shall be mounted below driver's door, protected from</li> </ul>	Location: LH Driver DOOK	\$ N/C
	mechanical and weather damage. Heater plug shall be a male standard grounded 15 amp rated plug.	Yes) No	( N) C
	4. A decal or information plate shall be provided describing how the system functions. The decal/plate shall be heavy-duty UV protected and capable of withstanding pressure washing and other normal vehicle functions.	100	
	5. Cold weather starting assist (no either allowed).	Type: V/	1 \$ N/C

Vendor/Sub Vendor:

Reference Nos: 13-120

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2.3 Transmission and Drivetrain

Trans	mission and Drivetralli	Offered Equipr	ment	Cost
	Description of Equipment			
A.	Transmission shall be an Allison New World HD4560PR, 5 or 6-speed configuration with the following components:	Make: All	150 N Model: 4500 RDS	\$10,000
	Approved for "Smart Torque" engine at:	V 8		
	a. 1,450 lb/ft torque	Yes (		
	b. 1,650 lb/ft torque	Yes Yes	<u>/0</u>	
	2. Output shaft retarder, which is activated when the driver removes	165	1	
	their foot from the throttle pedal. Retarder activation shall be 30% off throttle pedal and 70% off brake pedal.			
	3. Retarded control switches dash mounted with easy access for the	Yes (N	No	
	driver.			
	a On/Off switch.	Yes 🕦	No No Gear Ratio: <u>H-10</u> to 1	
	b High/Low retardation range.	Yes	No Gear Ratio: 4-10 to 1	
	4. Transmission and rear differential gearing shall be optimized for	Yes N	No Gear Ratio: <u>/ 1 / / /</u> to 1	
	"Best" fuel economy.		.,	
	5. The shift point calibrations both primary and secondary shall be	Yes 1	No .	
	factory S-1 set for reducing the shift point below maximum			
	governed speed but the engine shall not drop below the peak			
1	torque point. On engines with 2,100 rpm full-load governed speed			
	the shift point is reduced 200 rpm. For engines with higher or lower full-load governed speeds the shift point will need to be			
	determined on a case-by-case basis.		· • • 1	
	6. Transmission interface wiring for Allison MD/HD transmission.	Yes 1	no Dash Panel	
	7. Electric push-button transmission controls shall be located on the		•	
	"dog house" not under the joystick armrest. Location to be			
	mutually agreed upon.			
	8. TranSynd TES 295 automatic transmission fluid.		No .	
	9. Allison High-Capacity filters for extended drain interval of 75,000	(Yes)	No	
	miles or 36 months.	₹ N	No	
	10. Transmission water-to-oil cooler.		40 No	
	11. Remote mounted transmission filter.		No	
L	12. Magnetic drain plug.			

B.	Power Take Off (PTO)  1. Transmission direct mounted Chelsea 890 series with hydraulic	Make: Chelsea Model: 890	\$ <u>4200</u>
	pumps direct mounted to Chelsea 890 PTO at rear of the transmission.  2. PTO control electrically actuated from inside cab.	Location: Trans  Body CO	\$ 174
	3. PTO speed limiter shall be connected to the engine computer not	₩ No	\$ <u>inc</u>
	to an external overspeed box (EOS).  4. PTO shall efficiently operate all hydraulic systems at engine "low	Qes No 5	\$ 1nc
	idle" 750 rpm or less. Increasing engine speed above 800 rpm shall not improve hydraulic operations.	PTO Idle rpm: 800	
C.	Rear Drive Axles: 1. Capacity 46,000-lbs total. 23,000-lbs each	Make: Meritor Model: RT46 160P	\$2000
	2. Axle Spacing: 54 inches approximate	Axle Spacing:inches	
	Driver controlled main power divider locking differential.	Yes No Yes No	
	4. Oil pump. 5. Axle temperature sensor.	Yes No	
	6. Axle ratio optimized for "Best" fuel economy	Top Speed: Mph level Gear ratio: 4.10:1	
	7. Oil seals, Union 76 Triton EP 75W-90 synthetic gear lubricant.	No No	
	8. Magnetic drain plug.	Yes No	
D.	Front Axle: 1. Capacity 14,500-lbs.	Make: Detroit Model: DAF147	\$ <u>300</u>
	2. Oil seals and	Capacity: 14,700	
	3. Union 76 Triton EP 75W-90 synthetic gear lubricant.		
E.	Springs:  1. Front leaf with graphite impregnated spring pin bushings. Front:	Make: FTZ Model: Tapey	\$ <u>250</u>
	capacity 14,500-lbs, minimum.	Capacity: 17,600 - lbs Make: Hend Model: Primaxx	\$2500
	Rear Hendrickson PRIMAXX-HAX-460 4-air bag air-ride spring system. Rear: capacity 46,000-lbs. Minimum.	Make: Hend Model: Primaxx Capacity: H6,000 - lbs	<b>*3,00</b>
F.	Brakes:	Front Make: BW Model: ADBYAZV	\$500
	Bendix, 17" disc front, model ADB22X-V extended service brakes  with non selection brakes pade.	Diag Circ. III in	
	with non-asbestos brake pads.  2. Bendix, 17" disc rear, model ADB225 extended service brakes	Rear Make: 104) Model: 1282XV	\$ 1200
	with non-asbestos brake pads.	Front Chamber: Longstroke	
	3. Brake chambers long stroke type 2824, size 24 chamber.	Rear Chamber: hong stroke	1 D. N. C.

Vendor/Sub Vendor:

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G.	Anti-Lock Brake System / Automatic Traction Control system:  1. Anti-Lock Brake System (ABS): Eaton 6S/6M with ATC, 6-channel	MakeWABCO Mode65/6M	\$ 300
	with (6 sensors & 6 modulators) and 5-9 psi crack pressure relay valve.  2. Automatic Traction Control (ATC) shall work in conjunction with the Eaton ABS brake system in low traction situations limiting torque to least loaded tire allowing most loaded tire to receive	Yes No	\$
	torque and pull the vehicle. The ATC system in conjunction with the Interaxle Driveline Lock shall provide traction control very similar to the Driver Controlled Differential Lock system.  3. Interaxle Driveline Lock (IADL) to lock front and rear drive axles together. The interaxle differential lock shall be automatically locked via the ATC or manually locked by the driver. The IADL	Yes No	\$
	switch shall activate a flashing LED warning light.  4. Air lines shall be color-coded nylon type.	Yes No	\$
H.	Air Dryer, (No Approved Equals)  1. Bendix AD-IP with heated steel reservoir, automatic moisture	Make: BW Model: AD IP	\$ N/C
	<ul> <li>ejector and cable operated air tank drain valves accessible from outside of vehicle.</li> <li>Air dryer shall be installed on the outside of the frame rail in a location that is easy access and does not exceed 15-minutes to service unit.</li> </ul>	Yes No	\$ N)C
I.	Driveline: 1. Heavy-Duty suitable for severe-duty heavy hauling application. 2. Eaton Permalube type U-joints or approved equal.	Yes No Make: Mer, for Model: 187 XL	\$ N/C
J.	Power Steering:  1. TRW with 2-qt. reservoir.	Make: TBU Model: TAS 85	sN/c

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2.4 Electrical System

Elecu	rical System		I Cast
	Description of Equipment	Offered Equipment	Cost
Α.	Alternator:	Make: Model: _28 SZ	\$ N/C
	Heavy duty, internally regulated, output 160-amp minimum.	Rating: 160 amps	
B.	Batteries:  A. Two or three Group 31 batteries with a total CCA of 2,000 minimum.  B. Battery location frame mounted left hand side.  C. Battery shut-off switch easy to see and access.  D. Jump start provision easy to access.	Make: Alliance Model: 123   Quantity: 3 CCA's: 3375  Location: ZH Under  No Yes No Size: O	\$_100_
	E. Battery cables (00) stranded copper minimum.	Size:	
C.	Circuit Protection:  1. Circuit breakers with manual reset, no fuses.  2. Circuit breaker panel shall be easy to access.	Yes No	\$ N/C
	3. Circuit breaker panel shall be clearly labeled for easy identification.	Tes No	& Allo
D.	<ul> <li>Wiring:</li> <li>1. Wiring shall be color coded with hot stamped wire numbers.</li> <li>2. All wiring shall be run in sealed wiring looms to reduce corrosion from magnesium chloride products</li> </ul>	No No No	Ψ
E.	Body Builder's Junction Box  1. Body builder's junction box shall be provided.  2. Terminal shall be marked for easy identification.	Yes NA Tradox	\$
F.	Back Up Alarm:  1. Back up alarm, 107 dB, SAE type B, fully sealed, back-up alarm system wired into vehicle's backup light system using OEM plug-in	Yes No	\$ 30
	<ul><li>adapter.</li><li>The alarm shall be mounted out of the vehicle's rear wheel splash area.</li></ul>	Yes No	:
G.	Cab and Chassis Lights:  1. Halogen sealed beam headlights, 12v.  2. Daytime running lights.  3. Wiring shall be sealed modular plug-in type.  4. Marker lights LED type.	No No No Make: F74 Model: Aero	s N/c s N/c

Vendor/Sub Vendor:

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2.5 Cooling System

0001	Description of Equipment	Offered Equipment	Cost
A.	Cooling system with coolant recovery tank capable of maintaining engine manufacturer's recommended operating temperatures at an elevation of 6,800' in 120° F low humidity ambient conditions shall be provided.	Yes No	\$ Incl
B.	Coolant protection shall be -34° F.	Protection Level: ~3H_ °	\$ STD
C.	Fleetguard coolant filter WF2071.	Make: Model: WF2071	\$-N/C

2.6 Tires and Wheels

Hres	and wheels	1 6 % 1 F 1	Cost
	Description of Equipment	Offered Equipment	0081
A.	<ol> <li>Tires:         <ol> <li>Front: Michelin XZY-3, Steer Tires 315/80R22.5, tubeless, 20-ply, load range L</li> <li>Rear Dual: Michelin XZY-3, Steer Tires 315/80R22.5, tubeless, 20-ply, load range L</li> </ol> </li> </ol>	Make: Michelin Model: XZY-3 Size: 315 Make: Michelin Model: XZY-3 Size: 315	\$ <u>300</u> \$ <u>1200</u>
В.	<ul> <li>Wheels:</li> <li>1. Disc, steel, 10-hole, Hub piloted type, Single nut, Meets ISO Standard 4107."</li> <li>2. Powder epoxy coated finish, color "White".</li> </ul>	Make: Accuride Model: 50408 Width Size: Front 9.25 Drive: 8.25 Push: Powder Coated: (788) No Color: White	\$Incl

2.7 Interior

Interio			Cost
	Description of Equipment	Offered Equipment	Cost
A.	Left side operating controls:  1. Vehicle operation shall be only from left side of vehicle.  2. Driver's controls shall be ergonomically laid out for maximum driver	Driving Location: side	\$ N/C
	efficiency in operating the rear loader collection body.  3. Doors:  a. Left and right doors shall be front hinged.  b. Left and right doors shall have power full roll up/down windows.  c. The right door shall have a lower door window to provide better visibility and safer operation.	NO RH DOWN VIEW	*NIC
L	Violently and date: eperation	mirror	

Vendor/Sub Vendor:

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Reference Nos: 13-120

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B.	Seating 2 Person Cab shall be:	$\vdash$	+ A 11 a
	1. Driver's left seat shall be air suspension Bostrom, high back driver's	Make: Model:	\$ <u>107C</u>
	seat, gray vinyl with cloth insert and armrests.	ET State	o 611-
	2. Passenger right side seat shall be spring suspension Bostrom, high	Make: F7Z Model: Statc	\$ <u>/</u> \/
	back driver's seat, gray vinyl with cloth insert and armrests.		
C.	Engine Cover/Dash		~ X []~
	The engine cover/dash" shall be designed to accommodate the	Yes No	\$ <u>/</u> /
	ergonomic positioning of the tractor body controls without		•
	obstructing operator vision.		
	2. The vehicle manufacturer shall work with the body supplier to	(Yes) No	
	assure that the controls are the most ergonomic possible to assure		
	operator comfort and reduce repetitive motion injuries.		
	3. The City has operators of varying statures and adjustable controls	(es) No	
	will minimize on-the-job related physical problems.		
	4. The City, body vendor and the vehicle supplier shall mutually	(Yes) No	
	determine control locations after Contract award.		
D.	Required Submittals with Bid:	Provide Materials:	
	1. Requested information must be submitted with bid for evaluation.		**
	Failure to submit the requested information may make bid non-		
	responsive.		
	2. Vendor shall provide with bid, drawings with dimensions and	Yes No	
	photographs of the proposed cab interior for review.		
	3. Interior left side dimensions measured:	34	
	a. Belly Room: seat back to steering wheel.	Seat full forward: 176 " Seat full back 24 "	
	b. Leg Room: seat front edge to brake pedal.	Seat full forward: 31 "Seat full back: 39"	
	c. Head Room: seat cushion to ceiling.	Seat full lowered: 47 " Seat full raised: 39 "	
	d. Torso Room: Width from door to doghouse or other obstruction.	Smallest measurement: 4 ( "	
	e. Seat fore/aft travel:	Travel: 2 "	
	f. Seat height travel:	Travel: 5"	
	g. Steering Wheel Knuckle Clearance: distance to closest object	Clearance: 6.5"	
	h. Floor Height: measured ground to cab floor.	Height: 57 "	
	i. Cab Step Heights: measured from ground.	1 <sup>St</sup> Step: 2 <sup>nd</sup> Step: " Tilt: 50 • Telescoping distance: ""	
	j. Steering Wheel Tilt and Telescoping:		
	4. Location of the transmission shifter: should not be obstructed by		
	any rear loader body controls.		

E.	Instrumentation:	s N/c
	Instrumentation shall include speedometer, engine hourmeter, tachometer, voltmeter, coolant temperature, oil temperature, oil	Yes No
	pressure, fuel level and air pressure with low-pressure alarms (light,	
	audible).	
F.	Steering:	Ses No s /c
}	Steering controls shall comfortably accommodate operators of various sizes, from short and small to tall and larger.	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	2. Steering tilt easy to adjust	Tilt: Yes No
	Telescoping easy to adjust,	Telescoping: (Tes No Travel In-Out: 3 in
G.	Upfitter's Switch Panel:	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	1. The vehicle manufacturer shall provide for the trailer equipment an	Yes No \$
	upfitter's switch panel for trailer control switches.  2. The panel location shall be in an ergonomic location and shall not	
	require more than 30° head movement and be within easy reach of	Yes (No)
	driver's of various sizes and physiques.	
	3. The switch panel shall have permanently labeled and lighted rocker	Yes (No)
<del></del>	switches for all optional sundries equipment and lights etc.	Yes NO) \$ N/C
H.	Floor Covering:  1. Floor covering shall be heavy-duty black rubber/vinyl flooring.	Yes No
<u>  1.</u>	Windshield Wipers:	0
	1. Wipers 2-speed self parking.	Speeds:   \$
	2. Intermittent wiper mode.	(es) No
J.	Air Conditioning:  1. Factory installed cab R134A air conditioning	Refrigerant Type: R134A
	Cab shall be insulated to include floor, firewall, roof and walls.	Yes No
K.	Radio:	5/00 s /00
	AM/FM stereo with two speakers.	Make: The Model: Am/Fm
L.	Fire extinguisher:	Type: 518
	Extinguisher ABC, 5-lb. dry type rechargeable     Installed in cab.	Type. Set D
	Location labeled with 1" letters on outside of the cab.	(Yes) No
M.	Grab Handles:	\$ N/C
	1. One each side on exterior of cab for operator and passenger assist	No No
	and one interior for passenger.	Ves No
	Grab handles shall provide adequate clearance to other objects to provide easy access and clearance to prevent pinch or other	140
	hazards.	

Vendor/Sub Vendor:

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### 2.8 Exterior:

LAterior	Description of Equipment	Offered Equipment	Cost
A. \	Vendor shall provide with bid drawings with dimensions and photographs of the proposed cab exterior including mirrors for review. (Failure to submit the requested information may make bid non-responsive.	Yes No	\$ N/C
B. (2)	Cab Design:  1. Heavy-duty type with steel or aluminum body.  2. High visibility tilt forward design.  3. Front hinged doors.  4. Low floot cab over with steps mounted to body.  5. Maximum step height 15".  Paint:	Body Rating: H/D / Body Material: Alum  Yes No Yes No Step Height: in	\$ N ) C
2	<ol> <li>Polyurethane paint equal to DuPont Imron 5000, "Bright White", applied following manufacture's procedures to include:</li> <li>Color top coat, 2 coats, applied to all non-stainless steel components following manufactures procedures.</li> <li>Removing all mill scale and slag.</li> <li>Variprime 615S self-etching primer or approved equal.</li> <li>Treating bare metal with manufacturer's conditioners and conversion coatings or approved equal.</li> </ol>	Make MRON Type: 6000 Color: White	\$ <u>N/C</u>
-	Engine Accessibility:  1. The engine shall be fully accessible and serviceable,  2. The hood shall tilt forward for access by easily operated balanced high-pressure assist struts.	Yes No Yes No	\$ N /C
	<ol> <li>Mirrors: "No Approved Equal"</li> <li>Rear view mirrors Moto Mirror Model 7-5400 "Flat Back Traditional"         7" x 16" motor head, remote, heated, stainless steel left and right mounted on the cab.</li> <li>Convex 8" stainless steel mirrors mounted under primary mirrors.</li> <li>A right hand down mirror shall also be provided to cover front and side blind spot for shorter drivers under 5'-6" tall.</li> <li>A right front convex 8" stainless mirror to provide a good view of the</li> </ol>	Make: FTL Model: Aero Overall mirror full extended width: 102 inches Overall mirror width with left side mirror folded in: 102 inches Make: FTL Model: Convex Make: FTL Model: Cross	\$ 5 \$ N/C \$ N/C \$ 20
1 1	front of the truck from the driver's seat  5. Overall cab width including mirrors 112" maximum.	Overall Width: 102 inches  2.9 VEHICLE SUB TOTAL COST Sum (2.1-2.8)	\$ <u>114,</u> 95

### Dealer Provided Equipment 3.0

3.1

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

### Fasteners: 3.2

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

### 3.3 Hydraulic Systems:

- A. All hydraulic circuits shall be pressure relief protected.
- B. Hydraulic hoses shall be Parker ST 451 (tight bend radius) 2-wire braid hose meeting SAE-100R17 specifications where the hose meets operational criteria or approved equal.
- C. Hydraulic hoses shall have swivel fittings on both ends. Hose ends shall be located to facilitate easy component replacement.

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- D. High-pressure hydraulic hose shall not be used for suction lines.
- E. Close/tight radius 90° elbow fittings shall not be used if short, medium or long drop steel stem 90° elbow fittings can be used. Over use of 90° elbows shall not be permitted.
- F. Hydraulic hoses and rigid lines shall be run parallel where possible; routing shall look neat and well planned.

Vendor/Sub Vendor:

Reference Nos: 13-120

G. Rubber cushioned metal hydraulic clamps shall be used on all hydraulic ridged lines and hoses at proper intervals for supporting the line/hose 36" maximum distance. Clamps shall be securely mounted to the equipment.

H. Hydraulic hoses and lines shall not be routed near exhaust, close to rotating components or over, around or through sharp edges. Rubber grommets shall be used at all areas where the hydraulic lines through areas that could damage the lines.

I. Galvanized fittings and thread tape shall not be used.

- J. Hydraulic hoses shall be covered with protective spiral nylon anti-chaffing wrap or sock type protective sleeves at all areas where chafing/rubbing could cause premature wear/failure.
- K. Hydraulic oil tanks shall magnetic drain plug, oil level and temperature gauge.
- L. Hydraulic hoses over 4' long shall be labeled on both ends for easy identification.
- M. Shut off valves 1/4-turn on each side of filter.
- 3.4 All fabricated parts, brackets etc. shall have all sharp corners, edges etc. radiused or rounded for safety.
- 3.5 Welds:
  - A. All welds shall meet AWS (American Welding Society) standards for the type weld, material joined and welding method.

B. Weld joints shall have proper design and fit for the application.

- C. Welds joints shall have proper penetration and be smooth in appearance with no undercuts or overlaps at edge of weld.
- D. Weld joints shall be properly prepared with cut ends ground to remove all slag, create a smooth surface and beveled end.

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3.6 Tractor Fifth-Wheel Package or approved equal

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".

3.7 Tractor Fifth-Wheel Package:

Traci	Or Fifth-Wheel Package:  Description of Equipment	Offered Equipment	Cost
A.	Fifth Wheel:  1. Fifth Wheel Holland FW35 series with:  a. Load Capacity: 5\$,000 lbs	Make: Holland Model: FW3500	\$1nc)
	b. Pull Capacity: 150,000 lbs c. Slide Range: 24" air sider (0" to +24"), high mount 5th wheel, left hand release. "No Substitutions".	Yes No	\$Inc
	d. Desired 5 <sup>th</sup> wheel setting @ 23"  e. Electronic Lock Indicator (ELN) with the ELI display installed in the cab in an easy to see location that does not obstruct vision	Setting: No No	\$ 1nc
	or access to other controls. Exact location to be determined at installation.		

Reference Nos: 13-120

В.	Hydraulic Wet Kit:  1. Hydraulic wet kit, complete and installed with Muncie aluminum upright 50-gallon minimum, mounted behind cab.	Tank Material: Alu M Tank Location: Sockwood Carb	; /3, 00 <u>0</u>
	The kit shall AoSoいるAAGKY 似19%  2. Utilize a Muncie PTO and pump proper for the application, 3000-psi and 20-gpm at 1000 engine rpm.	Make: Model:	\$ 1nc
	<ul><li>The kit shall have a console control.</li><li>Hydraulic oil tank Muncie, 50 gallon capacity equal to 1.5 X's</li></ul>	Hydraulic Oil Tank Capacity:gallons	\$ <u>) }</u>
	hydraulic oil GPM usage at maximum load with: <ul> <li>a. Magnetic drain plug,</li> <li>b. Site glass and</li> <li>c. Temperature gauge.</li> </ul> 5. Hydraulic filtration, Pressure line replaceable 10-micron absolute	No No No No Ves No Ves	\$ 1nc \$ 1nc \$ 1nc \$ 1nc
	installed ahead of valves, easy to access for replacement. Suction strainer 100-micron. Oil filter rated 10-micron with 100-gpm minimum.		a ln
	<ul><li>6. Shut off valves each side of filter and at tank.</li><li>7. Trailer hydraulic hose connections:</li></ul>	No Vest No	\$ 1nc
	8. All hydraulic hoses shall be shielded and secured to prevent	(Yes) No	\$ <u>)</u> <u>12</u>
	chaffing under truck.  9. Hydraulic quick connect couplings both pressure and return: Parker	Ves No	\$ 1nc
	Bruning FF series. No approved equals.  10. The system shall be compatible for intended trailer use.	Yes) No	\$ 120
C.	Rear Deck to include:		\$ /nc
	<ul> <li>Aluminum open-mesh non-slip deck from back of cab to 5<sup>th</sup> wheel.</li> <li>Toolbox mounted on the deck on left side. The toolbox shall be a Grainger P/N 5HM80, Waterloo P/N HM2450 24" long x 9" high x 8"</li> </ul>	Material: Yes 600 20 X9 X 80	\$ 1nc
	deep with pad lockable hasp.	Yes No	\$ 1nc
	accees to platform.  4. Grab rails vertically mounted to rear of cab and to frame to assist	Yes No	Inc
	operator when boarding and de-boarding the platform. 1993	Make: ECCO FN006 Model: LFD	\$ 120
	<ol> <li>Work Light: One (1) rear facing cab mounted Ecco E92006 LED vork light with lighted in dash mounted control switch. The light shall be spaced to provide rear of tractor lighting for night</li> </ol>	Make: C(CO F 15000 Model: CFD	Ψ
	work/loading. A dash-mounted switch (switch body behind the		
	dash) with light to indicate that the work light is on shall be provided. The switch shall be installed in an easy to see and		
	access position, but not in a location that interferes or could		L

Reference Nos: 13-120

IMP-2009BK 20" largest

	interfere with the driver or passenger during operation or while		
	entering and exiting the vehicle.		
D.	<ol> <li>Polyethylene plastic rear tandem fenders to include:</li> <li>Minimizer M400 polyethylene black plastic tandem fender.</li> <li>Minimizer M400BT polyethylene black plastic fender bracket set bolt-on design.</li> <li>Mud flaps front and rear, heavy-duty, anti-sail black rubber. Mud flaps shall be supported so that when backing in the dump trash build-up does not push mud flap against the tire.</li> </ol>	Yes No Ves No	\$ 1 nc \$ 1 nc
E.	Frame Cover:  1. Rear frame cover behind the 5 <sup>th</sup> wheel to end of frame shall be covered with steel plates.  2. The plates shall be attached with bolts, easy to remove and have handhold opening.	Ves No	Inc
F.	Paint: 1. DuPont Imron 5000, "Bright White", 2 coats applied to all non-stainless steel components following DuPont procedures to include: 2. Preparation to include: a. Removing all mill scale and slag. b. Variprime 615S self-etching primer. c. Treating bare metal with DuPont conditioner's and conversion coatings. 3. Paint to be applied with all body members painted.	Make MRON Mode 5000	\$ 17C \$ 17C \$ 17C
G.	<ol> <li>Lights:         <ol> <li>Wiring shall be sealed modular plug-in type.</li> <li>Headlights halogen sealed beam 12v.</li> <li>Daytime running lights.</li> <li>Integral Stop/turn/tail/ lights at rear of truck. All lights shall be Truck-Lite "Lifetime Warranty" 12vDC, LED type, model Super 44 P/N 44302R or model 60 P/N 60250R 12vDC, flush mount, sealed lexan body, grommet insulted, multi-pin units.</li> <li>Back up lights Truck-Lite flush mount, sealed lexan body, grommet insulted, multi-pin units.</li> </ol> </li> <li>Marker lights Truck-Lite LED model 10 P/N 10250R or 10250Y or model 30 P/N 30250R or 30250Y.</li> <li>Side Strobes Whelen Model 500 series surface mount with branch protection LED strobe:         <ol> <li>Rear deck, (2) required per side, one side facing at front of deck just behind the cab and one side facing at rear of deck.</li> </ol> </li> </ol>	Make: FTA Model: LED  Make: FTA Model: LED  Make: FTA Model: LED  Make: Model: LED  Make: Model: LED	\$ 1nc \$ 1nc \$ 1nc \$ 1nc \$ 1nc \$ 1nc \$ 1nc

Reference Nos: 13-120

H.	Trailer Connection shall have the following:  1. Geiled trailer air hose, 15' long.  2. Hose mast 40" high, mounted on rear of cab 30" BOC with electric	(Yes) (Yes)	No No	\$ /ne \$ ,nc
	-and air connections at base.  3. Durning glad hand and light plug holder.  4. SAE J560 7-way primary trailer cable receptacle mounted on left		No No	\$ 1nc \$ 1nc
	deck BOC. 5. Coiled light 7-way cable, 15' long. 6. Pl <del>ug for A</del> BS trailer connection. 7. Plug for non-ABS trailers.		No No No	\$ 17C \$ 1nC \$ 1nc

3.7 Tractor Fifth-Wheel Package SUB TOTAL COST

\$13,00C

Reference Nos: 13-120

**Optional Equipment** 4.0

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".

	Des	scription of Equipment	Offered E	Equipment	Cost
A.	Eng	gine:		Mandal.	\$
	1.	Engine: Cummins ISX-11.9L, "Vocational" rated at 425-hp @	Make:	Model: @ rpm	Ψ
		2,100 rpm, 1,650-lb/ft torque @ 1,200-rpm or larger for heavy	Low Torqu		
		hauling: $\bigwedge / \bigwedge$	High Torge	ue: @ rpm	
			<b>Emissions</b>	s Rating:	
	2.	Engine shall utilize DEF (diesel exhaust fluid) to meet current and	Meets 201	14 "Green House Emissions": Yes No	
		2014 EPA regulations and reduce NOx and "Green house Gas			
	2	emissions. The engine shall be certified to operate on the City's B-20 bio	Yes	No	
	3.	diesel fuel	100		
	4.	Engines shall be electronically controlled with following	Yes	No	
		components:	,,	M -	
		a. Engine protection system to monitor low oil pressure, high	Yes	No	
		coolant temperature and low coolant level that will prevent component damage with manual over-ride on truck engine:			
		b. Low oil pressure.	Yes	No	
		c. High oil temperature.	Yes	No	
		d. High coolant temperature.	Yes	No	
ĺ		e. Low coolant level.	Yes	No	
		f. High transmission oil temperature.	Yes	No	
ļ		g. Idle shutdown timer.	Yes	No	
	_	h. Speed limiter top gear and cruse.	Yes	No No	
	5.		Yes Yes	No No	
	6.	Thermos bottle stopper-type dipstick.	Yes	No	
	7.	Magnetic drain plug.	Make:	Model:	
	8.	Alternator 160-amp. Starter 12v with over-crank protection.	Make:	Model:	

В.	Transmission:	C   FO 1883184	s-3500
	<ol> <li>Transmission shall be an Eaton Fuller Ultra-Shift Plus, FO-</li> </ol>	Make: Eaton Model: FO 1883188	\$ <u>-3300</u>
	18E318B-MXP, 18-speeds forward and 4 speeds in reverse with	Forward Speeds: 18 mxp	
	the following components/characteristics:	Reverse Speeds: 7	
	2. Rated for 1,850 lb/ft torque in all gears.	Torque Ratings: 1850 lb/ft in ALL gears	
	3. Bell housing shall be cast iron, "No Aluminum"	Yes No	
	4. Transmission and rear differential gearing shall be optimized for	Yes No	
	heavy towing operation and "Best" fuel economy.		
	5. Transmission shall have an automatic clutch and automatic	(Yes) No	
	shifting of the manual transmission into "best gear" for driving		
	application.		
	6. For descending hills transmission can be manually shifted into a	Yes No	
	lower gear for engine braking and held in selected lower gear.		
	7. Electric paddle transmission controls shall be located in an easy to	(Yes) No	
	access location on the steering console.		
	8. Transmission oil shall be synthetic 50W transmission oil.	(Ves) No	
	Transmission water-to-oil cooler.	Yes No	
	10. Remote mounted transmission filter.	(Yes) No	
	11. Magnetic drain plug.	(Yes) No	
C.	Cab Heater:	Make: We basto Model: 2000ST	\$2800
	The cabin heater shall be a Webasto Air Top 2000ST.		1 3 4 3 5 C
	2. Heat Value 3,100 to 7,000 Btu/hour	Btu' 7,000 /hr	
	3. Air Flow 37 cfm	Air Flow: 65 cfm	
	4. Size: 12 ¼' x 4 ¾" x 5" approximate	Size: 12 x 55 x 4	
	5. Electrical 12vDC @1.2 amps	Fuel Usage: 17 gal/hr	
	6. Diesel Fuel Usage 0.03 to 0.06 gallons/hour	Fuel Usage: _ · / / _ gal/hr	
D.	Hydraulic Oil and Engine Coolant Heater:	Make Webasto Model: 9037	6800
	Heater for hydraulic oil and engine coolant shall be a Wabasto  Thomas 000T.	Wake OCDUST O Wodel. 7007	
	Thermo 90ST  2. Heat Value 6,100 to 26,000 Btu/hour	Btu's: 31,000 /hr	
		Water Flow: gpm ,	
	3. Water Flow 7.3 gallons/minute @ 2.2 psi	Size: 15 x 7 x 11	
	4. Size: 15 ¾" x 7 ½"" x 14" approximate 5. Electrical 12vDC @ 3 amps	0120.	
	<ol> <li>Electrical 12vDC @ 3 amps</li> <li>Diesel Fuel Usage 0.06 to 0.24 gallons/hour</li> </ol>	Fuel Usage: - 1 9 gal/hr	
	7. Hydraulic oil heater Arctic Fox H-4000 series maximum length for	Make: Arctic Fox Model:	
	hydraulic tank. Baffle may need to have pass-thru opening	Length:	
	Hydraulic tank. Daine may need to have pass that opening	1 201311	·

Manuals/Equipment 5.0

	Off I Faccions and	Cost
	Otherea Equipment	0031
safe and proper use of the vehicle/equipment.  1. Cab and chassis.  2. Equipment and Body.	Yes No Yes No	\$ <u>W/A</u> \$
<ul><li>equipment operation" section for each component.</li><li>1. Cab and Chassis.</li><li>2. Equipment and Body.</li></ul>		\$ N/C
<ul> <li>binder required,</li> <li>A. Manuals shall be provided for: <ul> <li>A. Cab and chassis</li> <li>B. Equipment and body</li> </ul> </li> <li>B. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</li> <li>C. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function</li> </ul>	Yes No Yes No Yes No Yes No	\$ <u>/20.0</u>
	<ol> <li>Cab and chassis.</li> <li>Equipment and Body.</li> <li>One book per vehicle/equipment with "safe equipment operation" section for each component.</li> <li>Cab and Chassis.</li> <li>Equipment and Body.</li> <li>Two complete sets per Contract (not per vehicle); binder required,</li> <li>A. Manuals shall be provided for:         <ul> <li>A. Cab and chassis</li> <li>B. Equipment and body</li> </ul> </li> <li>Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</li> <li>C. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color</li> </ol>	One DVD or CD demonstrating and explaining the safe and proper use of the vehicle/equipment.  1. Cab and chassis.  2. Equipment and Body.  One book per vehicle/equipment with "safe equipment operation" section for each component.  1. Cab and Chassis.  2. Equipment and Body.  Two complete sets per Contract (not per vehicle); binder required,  A. Manuals shall be provided for:  A. Cab and chassis  B. Equipment and body  B. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.  C. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function

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Reference Nos: 13-120

Service/ Repair/ Maintenance Manual on CD rom or DVD	One complete set; per Contract (not per vehicle)  1. Manuals shall be provided for:  A. Cab and chassis  B. Equipment and body  2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.	Yes No	\$ <u>/200</u> \$
	<ol> <li>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.</li> <li>New CD roms or DVDs shall be provided when information is updated, superseded or changed.</li> </ol>	Yes No	\$
Service/ Repair/ Maintenance Manual	One complete set; per Contract (not per vehicle)  1. Vendor shall provide access to the site for the	Yes No	\$NIC
on Internet Access, or	length of time that the City owns the vehicle/equipment at a one time up front cost		
Other Electronic Media	<ol> <li>to the City.</li> <li>Internet information shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</li> <li>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</li> </ol>	Yes No If other Specify:  Yes No	
	coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.		

Vendor/Sub Vendor:

Reference Nos: 13-120

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Parts Manual Paper	Two complete sets, per Contract (not per vehicle) binders required,  1. Manuals shall be provided for:  A. Cab and chassis  B. Equipment and body  2. Illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system.	Yes No Yes No Yes No Cab+ Chassis	\$ 1200 \$
Parts Manual on CD rom or DVD	One complete set, per Contract (not per vehicle) illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system.  1. Information shall be provided for:  A. Cab and chassis  B. Equipment and body  2. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information.  3. New CD roms or DVDs shall be provided when information is updated, superseded or changed.	Yes No Yes No	\$ <u>1500</u> \$
Parts Manual on Internet Access, or Other Electronic Media	One complete subscription; per Contract (not per vehicle)  1. Internet information shall allow the City 24 hour 7 days/week including holidays access from its main maintenance facility and all its satellite maintenance facilities.  2. Internet information shall include complete and detailed information for parts for the:  A. Cab and Chassis  B. Equipment and Body  3. Internet information shall cover vehicle/equipment, shall include general parts information, parts specifications, ordering guide lines and superseded parts information.	Access Information: 7 days/week including holidays  Yes No Yes Ato Yes No	\$ <u>1200</u> \$

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	<ul> <li>4. Vendor shall provide access to the site for the length of time that the City owns the vehicle/equipment at a one time up front cost to the City.</li> <li>5. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information.</li> </ul>	If other Specify:	<b>A</b> ( ) a
New Equipment	The successful vendor shall complete the City's		\$_707C
Check-in Form:	"New Equipment Check-in Form" completely and accurately with all requested information.		

5.1 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.		\$_ <i>N</i> _{C
Fleet Maintenance Training Manager	Charlie Pletcher, Telephone: 720.865.4151 Contact time: 8:00 am to 3:00 pm M-F		110
Training Requirements	Training shall consist of factory training materials, classroom and actual field training on the equipment for the equipment operators and supervisors.		\$_ <i>IV</i>

### 6.0 SECTION REMOVED

Vendor/Sub Vendor: \_

Reference Nos: 13-120

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### 7.0 Warranty

7.1	Warranty	y Requireme	nt

	WARRANTY (Table 1)	Complies (Y or N/A)
Α.	Express warranty is to be the standard factory warranty but no less than 12 months or 36,000 miles. The standard factory warranty plan shall be provided as an attachment to your bid proposal	Y
B.	The Warranty shall include at no cost to the City of Denver, all parts and labor, and no charge for work performed at the vendor's facility and for field service work.	Ý
C.	Warranty shall start when the City places the vehicle into service and <u>NOT</u> on the delivery date.	ý
D.	Primary vendor shall provide warranty information for engine, transmission, chassis, electronics, body and other major components for cab and chassis built vehicles. This provision is not applicable to OEM (Original Equipment Manufacturer) factory completed light-duty vehicles.	\\ \frac{1}{2}
E.	Options listed shall be bid and provided as factory installed under the terms of the full factory-backed warranty. This includes, but is not limited to: air conditioning, radios, cruise control, bumpers, towing packages etc. Dealer-installed options will not be permitted unless pre-approved by the City in writing and, where applicable, indicated on bid sheet as a "dealer installed" non-factory item.	Ÿ
F.	Bidder will be responsible for the warranty repair of all installed options/auxiliary equipment included in the bid that has a standard warranty that is less than the standard warranty for the base vehicle/equipment. All warranties shall be equal to the manufacturer's warranty or not less than twelve (12) months, whichever is greater.	7
G.	Bidder shall use a single, local factory authorized dealership that will accomplish or coordinate required warranty work. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty parts shall be available and supplied within 24 hours. When warranty parts are not in stock, causing the vehicle to be down more than 3 working days, those required parts shall be air freight shipped at the vendor/manufacturer's expense.	
H.	If applicable, bidder shall provide a plan for the City to be reimbursed if the work can be done by the City on site. The current shop rate is \$75.00/hour, not to exceed \$85.00/hour. (Enter a response of N/A if not available)	N/A
Ī.	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 an engine rebuild, transmission rebuild major structural integrity modification etc. and shall be coordinated with an authorized City representative.  Major component repairs shall be accomplished in no more than two weeks and shall be coordinated with an authorized City representative. [Any work not completed within two weeks after delivery of the vehicle will extend the term of the warranty one day for each day in excess of the two week repair period.]	\frac{1}{2}

Vendor/Sub Vendor:	
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K.	During the entire warranty period, if the unit requires transportation to a repair facility, the vendor/sub-vendors shall be responsible for all transportation at "NO COST" to the City and County of Denver. This includes transporting the unit back to the City's domicile location after repairs are complete. If an alternate is bid, charges to the City of Denver shall be listed (e.g. mileage, travel, labor, etc.). Even if an alternate is bid, in NO CIRCUMSTANCES will the City and County of Denver be responsible for transporting a unit greater than 25 miles from the center of Denver. For purposes of these warranty provisions, the center of Denver is defined as the City and County Building located on the corner of Colfax and Bannock Street.	\frac{1}{2}
L.	The item(s) procured by the City pursuant to this Bid Proposal shall, in addition to being subject to the express warranties referenced above, be subject to all implied warranties arising by operation of State and Federal law, including but not limited to the implied warranty of merchantability and, to the extent applicable, the implied warranty of fitness for a particular purpose arising under the Colorado Uniform Commercial Code, Title 4, Colorado Revised Statutes. The bidder shall in no event attempt to limit or disclaim any implied warranties under this Bid Proposal, and any attempt to do so will render the bidder's bid non-responsive under this Bid Proposal. Additionally, any attempt by the bidder to alter the warranties stated herein after the City has accepted a bid, such as in a receipt for goods delivered, shall be void and of no legal effect. The bidder shall explicitly state and acknowledge this condition in its bid response.	Y
M.	This warranty in Table 1 and Table 2, is IN ADDITION to factory warranties on the vehicle and components	Y

### 7.2 Fleet Defects

Fleet	Defects Fleet Defects (Table 2)
A.	<b>Definition:</b> If during the warranty period, thirty percent (30%) of the total number of units delivered have the same part(s) and/or components failure requiring replacement and/or modifications, caused by defects in Structural Integrity, Design, Material, and/or Workmanship or affecting safety, then this "Fleet Defect Clause" goes into effect.
B.	Remedy: Following notification of a Fleet Defect, the vendor shall develop and implement a plan that either reengineers, modifies, or replaces the defective parts/ systems, such that the identified problem is cured and the operation of the vehicle/equipment is not altered. When alterations are required to cure the defect, those alterations that change or modify the original bid specifications must be approved by the City and County of Denver prior to execution. The vendor will pay for all necessary labor and materials to repair, modify, and/or "update" all vehicles/units in this group. The vendor shall also propose a work schedule that is mutually agreed upon by the City of Denver that corrects the fleet deficiency within 30 days or a mutual agreed upon schedule.
C.	<b>Exceptions:</b> 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 chose to perform its own warranty work and shall be entitled to reimbursement for both parts and labor.  (2) On major components, such as engine, transmission, air conditioning, etc., the City may chose to have the repairs performed by an
E.	authorized dealer and vendor shall reimburse the City for any parts or labor not covered by other warranty.  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.

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F. **Expired Warranties:** Units that have mutually agreed upon warranty defects during the warranty period will continue to be repaired until completed. If repairs continue past the warranty expiration date the repairs will continue as part of the warranty until completed or cease at a time agreed upon by the vendor and the City.

7.3 Warranty Options

tended ssis	Please indicate in the columns beloextended warranty for all applicable hand column.  Inc = Included  Two Years	N/A = Not available Three Years	Five Years
ssis	Two Years	Three Years	Five Years
ssis			Five Years
ssis	NIA	0.11.0	
		N/A	<i>N/A</i> -
	S7D	1500	2500
	STD	570	1508
	57D	2000	4000
	NA	N/A	<i>NIA</i>
ng		7.	
		,	
y/Deck			
		\	
	)		
		g ~/A	

Vendor/Sub Vendor:

Reference Nos: 13-120

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CCD PO PWOPS 8893 EXHIBIT

7.4	Warranty Service Locations: Warranty repair parts and service shall be available locally at an established factory authorized dealership meeting
	requirements of Table 1 Section 7.

A. Cab & Chassis:	Dealership Name: Transwes T Street Address: 7626 Brig How Rd	Telephone #: 303-289-3/11 City:
B. Dealer Provided Equipment:	Dealership Name: Trunswes T Street Address: 7740 Public	Telephone #: 303 289-2525 City: Commerce City
C. Sundries	Dealership Name: TranswesT Street Address: 77HU Dahhu	Telephone #: 303 289-2525 City: 10mmerie (ty

Heavy Duty Vehicle Delivery Documentation: 8.0

Heavy	/ Duty	Vehicle Delivery Documentation:						
	Delivery Documentation (GVWR 26 000-Lbs and Above Heavy Duty)							
Ā.	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.							
В.	Vend	or shall supply at acceptance and delivery of vehicle.						
	1.	Bill of Sale (aka invoice, buyers order)						
	2.	Original MSO (Manufacturers Statement of Origin)						
	3.	Application for Title and/or Registration, Colorado Dept of Revenue form DR2395 (02-22-11)						
	4.	Odomotor Disclosure Statement, Colorado Dept of Revenue form DR2407 (09-07-05						
1	5.	Letter of Certification on Vendor Letterhead (Required for Incomplete Vehicles) with added bodies etc, describes the final configuration of						
		the vehicle)						
	6.	Air Brake inspection form required for any vehicle with air brakes or truck units capable of towing trailers greater than 10,000-Lbs						
	7.	Standard Sales Tax Receipt.						
	8.	DOT inspection form.						
	9.	Temporary License Plate.						
1	10.	New Equipment Check-in Form/ Vendor Supplied Information on the Vehicle. Form provided by Fleet contact Dolores @ 720.865.3903						
ļ	11.	Copy of City Purchase Order.						
	12.	All Keys ordered for the Vehicle and Sundries, i.e. toolboxes etc.						
1	13.	All Manuals repair, parts, owners and/or CD's/DVD's etc						
	14.	Vehicle Warranty information and receipt for optional warranty.						
	15.	Receipts and Warranty information for vendor Installed/supplied components (lift gates, snowplows, lighting equipment etc)						

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C.	<ol> <li>For an "Incomplete Vehicle" (cab &amp; chassis) add the following:</li> <li>Verification of Vehicle Identification Number (VIN), Colorado Dept. of Revenue form DR2087.</li> <li>Statement of Fact for incomplete vehicles with added bodies etc, describes the final configuration of the vehicle.</li> <li>Original weight slip.</li> </ol>						
D.	Delivery:  Monday through Friday between 8:00am and 1:00pm.  Location: CITY AND COUNTY OF DENVER						
	Fleet Management 5440 Roslyn St. Building C Denver, CO 80216 Contact person to coordinate delivery: Charlie Pletcher at (720) 865-3900 ext. 51 or direct line (720) 865-4151.						

- 9.0 Vehicle Delivery
- 9.1 Delivery of Completed Truck to the City and County of Denver

PROVIDE NUMBER OF DAYS REQUIRED FOR DELIVERY OF COMPLETE VEHICLE AFTER CAB AND CHASSIS IS DELIVERED

1<u>20</u> DAYS

10.0 Complete Vehicle Cost

te '	Vehicle Cost		
	Include:	ONE COMPLETE VEHICLE TOTAL COST  Authorized Signature:	\$127,959
	Do Not Include:		

PRICE AND OPTIONS ADJUSTED PER PAGE 2: \$130,432

Vendor/Sub Vendor:

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Reference Nos: 13-120

### TRAWE1

### ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Debra Morris				
Flood & Peterson Ins., Inc. P. O. Box 578 Greeley, CO 80632 970 356-0123		PHONE (A/C, No, Ext): 970 506-3211 FAX (A/C, No): 970 506-6836 E-MAIL ADDRESS: DMorris@FloodPeterson.com PRODUCER CUSTOMER ID #:				
		INSURER(S) AFFORDING COVERAGE				
INSURED		INSURER A: Travelers Insurance Company				
Transwest Freightlin		INSURER B : Pinnacol Assurance				
5550 East 76th Aven		INSURER C: Charter Oaks				
Commerce City, CO	80022	INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SI	UBR VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			Y6306832X614TIL13		04/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$1,000,000 \$300,000 \$10,000 \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- POLICY PECT LOC						GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$2,000,000 \$
С	AUTOMOBILE LIABILITY ANY AUTO			GA6776X56813CAG (Garage Policy)	04/01/2013	04/01/2014	(Ea accident)	\$1,000,000
	ALL OWNED AUTOS			,			BODILY INJURY (Per person)  BODILY INJURY (Per accident)	s
	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS						Other Than	\$
							Auto: Agg	\$3,000,000
А	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DEDUCTIBLE X RETENTION \$ 10000	-		YSMCUP6832X614TIL1	04/01/2013	04/01/2014	AGGREGATE	\$20,000,000 \$20,000,000 \$ \$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4146854	04/01/2013	04/01/2014	X WC STATU- OTH- TORY LIMITS OFF- E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City and County of Denver, it's elected and appointed officials, employees and volunteers are named as additional insured with regards to Commercial General Liability policy and Business Auto Liability Policy.
This insurance is primary. Waiver of subrogation is also included.

CERTIFICATE HOLDER	CANCELLATION		
City and County of Denver 201 West Colfax Avenue, Dept. 1105	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Denver, CO 80202	AUTHORIZED REPRESENTATIVE		
I	Yetter Morlinarde		

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<b>Contract Control Number:</b>	
IN WITNESS WHEREOF, the parties h Denver, Colorado as of	ave set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	By



Contract Control Number:	
Contractor Name:	Transwest Freightliner LLC
	By: Wir Schifer
	Name: Will Schafer (please print)
	Title: Feet Mark (please print)
	ATTEST: [if required]
	By:
	Name:(please print)



Title: \_\_\_\_\_(please print)