

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Master Purchase Order No. 10883A0117	
City & County of Denver		Date: May 8, 2017	Revision No.
Purchasing Division		Payment Terms: Net 30	Ordinance (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms: DESTINATION	
Denver, CO 80202		Ship Via: Best Way	
United States		Buyer: Andrew Miskell	
Phone: 720-913-8100 Fax: 720-913-8101		Phone: (720) 913-8159	

PS Vendor ID: 0000087881 Phone: (303) 288-8989 Cell: (720) 660-1813 Email: TroyS@hardlineequipment.com

Hardline Equipment LLC
 7550 Dahlia Street
 Commerce City, CO 80022
 United States
 Attn: Troy Schuller

Ship To: Various City Fleet locations in the City and County of Denver

Bill To: Accounts Payable
 201 West Colfax Department 908
 Denver, Colorado 80202
invoices@denvergov.org
 or
 As Specified By Agency

Colorado Secretary of State ID: 20101133373
 U.S. Federal SAM Registry Verification Date: 4/28/2017

1. Goods/Services:

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

2. Ordering:

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

3. Pricing:

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

4. Term, Extension, or Renewal:

The effective period of this agreement shall be from the date of City signature to and including September 30, 2018. It is also a specific provision that the City and the vendor may mutually agree to renew and continue this agreement for additional periods at the same price structure, terms and conditions. However, no renewal date may surpass September 30, 2022.

5. Non-Exclusive:

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

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

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

9. Invoice:

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

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Twenty Million Dollars (\$20,000,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

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

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

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

15. Interference:

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

16. Venue, Choice of Law and Disputes:

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

17. Assignment/No Third Party Beneficiary:

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

18. Notice:

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

19. Compliance With Laws:

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

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or 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. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor'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 Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage 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. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under

this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must 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.

21. Severability:

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

22. Survival:

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

23. No Construction Against Drafting Party:

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

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

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

27. No Discrimination in Employment:

Vendor shall not 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 Vendor shall insert the foregoing provision in any subcontracts hereunder.

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

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

29. Conflict of Interest:

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

30. Advertising and Public Disclosure:

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

31. No Employment of Illegal Aliens to Perform Work Under The Agreement:

- a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. The Contractor also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

Long Term Procurement of Street Sweepers with Parts and Service Consideration

- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with 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 the E-Verify Program.
- (4) It is prohibited from using 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 subconsultant 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 subconsultant 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 subconsultant 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.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Hardline Equipment LLC
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: Andrew Miskell

Title: _____

Title: Associate Buyer

Date: _____

Date: _____

Supervisor Initial MPR

NOTE:

This Master Purchase Order is contingent upon City Council Action in accordance with 3.2.6(e) of the City Charter and is void without such action.

EXTENSION / RENEWALS: (OPTIONAL)

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO. Invoicing must contain the individual PO number that corresponds with the order. General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 1__

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

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

City & County of Denver, Purchasing Division

Vendor Name: Hardline Equipment LLC
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

Extension No. 2__

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

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

City & County of Denver, Purchasing Division

Vendor Name: Hardline Equipment LLC
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

Extension No. 3 _____

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

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

City & County of Denver, Purchasing Division

Vendor Name: _____
Hardline Equipment LLC
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

Extension No. 4 _____

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

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

City & County of Denver, Purchasing Division

Vendor Name: _____
Hardline Equipment LLC
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

EXHIBIT "A"

Vendor: Hardline Equipment LLC
Title: Long Term Procurement of Street Sweepers with Parts and Service
Consideration
Master Purchase Order No.: 10883A0117

It is recommended that you use your Master Purchase Order No. – 10883A0117, in all future correspondence, billing, invoicing or other communications.

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

A.1 SCOPE OF WORK / DELIVERABLES:

- 1) The primary objective of this agreement is to initiate a long-term agreement with a vendor with regards to procuring Commercial Street Sweepers.
- 2) A secondary objective is to establish:
 - a. Firm long-term pricing structures/ rates with regards to:
 - i. Additional vehicle/ equipment procurements in the future
 - ii. Parts and component pricing
 - iii. Hourly Labor Rates: Shop and Field
 - b. Warranty Protocols
 - c. Customer Service Protocols

A.2 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. destination, delivered to the following sites:

**City and County of Denver Fleet Management – Roslyn location
5440 Roslyn Street
Building C – Door 26
Denver, CO 80216**

AND

**City and County of Denver Fleet Management – Central Platte Location
1271 West Bayaud Avenue
Building #5
Denver, CO 80223**

Other City and County of Denver locations may be added or deleted during the term of this agreement.

A.3 PAYMENT CONDITIONS:

Payment will be made upon final delivery and acceptance of the equipment, supplies, and/or service by the City.

A.4 PRICING:

All prices and percentages quoted shall be firm and fixed for the initial year of the contract period. Prices and percentages regarding all OEM Parts, Parts and Components Discounts, and Percentage Discounts towards future Sweeper Units shall remain firm and fixed for the duration of the entire contract period. Prices regarding the purchases of future Street Sweeper Main Units may be adjusted annually upon request. Prices regarding future Street Sweeper Main Units shall be negotiated and mutually agreed upon by the Vendor and the City and County of Denver Purchasing department, taking into consideration that adjusted increases in prices shall not exceed the inflation rate as defined by the Denver-Boulder-Greeley, Colorado, CPI Index for All Items on Table 1 for All Urban Consumers.

https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_denver.htm

- Base Index shall be established as the average of the following six (6) semi-annual data points: Half 1 of 2014, Half 2 of 2014, Half 1 of 2015, Half 2 of 2015, Half 1 of 2016, and Half 2 of 2016. The Adjusted CPI will be based on the six (6) semi-annual data points that are most recent to the future purchase.
- Future vehicle procurements (as applicable) pricing will be calculated as indicated in the following example:
 - Street Sweepers have an original unit purchase price of \$219,950.00 in May of 2017 for discounted purchase price for ordering six (6) or more units. Original single purchase price shall be at \$235,000.00
 - **The Base Index is equal to and shall be 241.29**
 - In June of 2019, the City desires to purchase an additional six (6) Street Sweepers with specifications equivalent to originally purchased units from RFP # 10883A (May 2017)
 - CPI Adjustment index in June of 2019 is 250.57 and was averaged over the previous 6 data points
 - The anticipated percentage adjustment would be 3.850%
 - $[(\text{New CPI} - \text{Old CPI}) / \text{Old CPI}] \times 100\% = \text{Adjusted CPI \% increase/decrease}$
 - $[(250.57 - 241.29) / 241.29] \times 100\% = 3.850\%$
 - The anticipated price increase in June 2019 for an equivalent unit would be $\$219,950.00 \times 3.850\% = \$8,468.08/\text{unit}$
 - New Unit Cost in June 2019 for six (6) new units would be \$228,418.08/unit

A.5 PATENTS:

Seller agrees to defend the City and County of Denver at seller's own expense, in all suits, actions or proceedings in which the City and County of Denver is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City and County of Denver's use of the goods purchased as a result of this Award. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City and County of Denver.

Seller agrees to indemnify and hold harmless the City and County of Denver from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City and County of Denver's purchase and use of goods supplied by the seller.

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

A.6 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

A.7 BASE REQUIREMENTS:

1) PRODUCT RETURN PROTOCOL

- a) Agencies shall receive full credit for any parts/ components returned within 365 days of initial delivery.
- b) Agencies shall receive a minimum of one-half (1/2) or greater credit for any parts/ components returned within 366-720 days of initial delivery.
- c) Vendor shall contact each using agency within thirty days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

2) PALLETS

- a) All pallets supplied shall be non-returnable (unless City agency requires it) and no deposit shall be applied.

3) PARTS CONSIGNMENT

- a) The vendor shall consider consignment requests on behalf of City agencies.
 - i. The Purchasing Division will arbitrate consignment arrangements when necessary.

4) PARTS AND COMPONENT CONSIDERATIONS:

- a) Standard City Parts and Component Delivery Protocol:
 - i. Unit prices to be inclusive of shipping and freight: F.O.B. Destination- Denver, Colorado-City and County of Denver property, delivered to multiple City locations.
 - ii. The vendor will be required to maintain adequate local inventories to cover normal usage by agencies of the City.
 - iii. The Vendor shall have the ability to provide a minimum of one (1) delivery to each City maintenance facility listed above in Section A.2 – F.O.B. Point. Additional delivery locations may be added or removed by the City during the life of this agreement. If the City deems there to be a need for additional daily deliveries based upon parts requirements, availabilities, and other factors that are limiting the City from being able to

optimally repair the Fleet, then the Vendor shall have the ability to provide a minimum of two (2) deliveries per day to each City maintenance facility.

- iv. Delivery of in-stock / on-hand Parts/ Components, as agreed upon by both parties, at accepted vendor's location are to be delivered FOB Destination-City and County of Denver property at no charge.
 - 1. Orders received Monday-Friday before 12:00 PM requires same day delivery in the afternoon by 5:00 PM or earlier.
 - 2. If the City deems there to be a need for a second daily delivery, then scheduled orders received Monday-Friday after 12:00 PM to 6:00 PM requires next business day (Monday-Friday) delivery before 12:00 PM or earlier.
- v. The vendor shall collaborate with City agencies in regards to their specific delivery requirements including but not limited to weekend and potential swing and night shift requirements during periods of emergency.
- vi. Deliveries of items not at accepted Vendor Location:
 - 1. Items that require shipment from outside the Denver Metro Area, but within the United States, are anticipated within 48 hours (Monday through Friday excluding holidays) from the time the order at no charge.
 - 2. The Vendor shall make the effort to procure items from another distributor within the United States. If the delivery of items requires that the items are shipped from outside the United States, then the delivery shall be shipped "Next Day Air" by the Vendor and anticipated within a 48-72 hour timeframe. Once an item has been shipped via Next Day Air, then the Vendor will be required to keep that particular part at the accepted Vendor Location after discussion with the City Agencies.
 - a. The City shall be liable for separate US/Italian Customs payments that pertain to "Next Day Air" orders, **only**. The Awarded Vendor shall be responsible for final delivery and use of a Broker, if necessary.
- vii. In the event an order cannot be delivered within the timelines above, the accepted vendor shall email the agency within two (2) hours of the initial City request and communicate the anticipated lead-time for all parts located within the United States and notification within twelve (12) hours for all parts located outside of the United States.
- viii. The City shall not compensate the vendor for expedited freight costs for those items specifically identified by each agency in writing that the vendor is to routinely stock for that agency.
- ix. Vendor will allow the City to pick up parts within two (2) business hours after an order has been placed-when required.
- x. Continual shortages and expedite requirements on the part of the City due to the accepted vendor's inventory shortages may result in termination of Master Purchase Order agreement.

5) PARTS AND COMPONENT WARRANTY

a) Standard City Warranty Clause:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of

the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

6) PROCUREMENT METHODOLOGIES-DEFINITIONS

- a) P-CARD: City Agency may utilize a City Credit Card (Procurement Card)
- b) Blanket PO(Purchase Order): City Agency may establish a Blanket PO, the Agency will place multiple orders using the same PO Number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over time.
- c) PO- City Agency may issue a single PO for a specific set of items for a specific instance; the Vendor will be required to invoice indicating the specific PO number.
- d) Item File/Catalog: The City Agency will order items through the City's ERP 'Item File' and issue the vendor PO's. The Purchasing Division, City Agency, and Vendor will continually collaborate to identify and update specific items and their pricing in the City 'Item File'.
- e) Note: The City reserves the right to add/ delete/ change procurement methodologies for manufacture line items herein throughout the term of Master Purchase Order agreement and any renewal periods.

7) PARTS AND COMPONENT BILLING

- a) Vendor shall be able to accommodate combined periodic billing as required.
- b) Payment methodology may include check or credit card (P-Card/ Procurement Card).
- c) The vendor cannot offer a separate pricing structure or charge an additional fee(s) for procurement (credit) card purchases for parts and components.

8) PARTS AND COMPONENTS PRICE UPDATES

- a) Price list(s) changes/ updates will be allowed to go in effect only if preceded by a 15-calendar day written notice by the vendor to the City.
- b) Vendors will be allowed to submit price list changes only once in any one 180-day time period.
- c) Vendor updated pricing is to be submitted to Purchasing and City agencies.
- d) Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer and/or a justification acceptable to the Director of Purchasing.
- e) Percentage Price Adjustment Rates shall remain firm.

9) ITEM FILE (PARTS/ COMPONENTS):

- a) The City has implemented a SKU (Stock Keeping Unit) inventory-tracking module into its financial system, known internally as the 'Item File';
- b) It is a specific requirement of this solicitation that an awarded vendor(s) collaborate with the City to introduce and maintain specific SKU's/ Items within the City's 'Item File' (as required);

- c) The protocol for the City/ Vendor/ SKU 'Item File' collaboration includes but is not limited to the following:
 - i. Specific items will be identified by the City to be become a SKU/ Item;
 - ii. The City and vendor will collaborate to determine the SKU/ Item description;
 - iii. Specific SKU/Item pricing will be determined by applying the vendor's price percentage adjustment to the price list and price column identified by the vendor for each SKU/ Item or as determined by specific bid price for the SKU/ Item (as applicable);
 - iv. The SKU/ Item price will be fixed for finite periods as determined by the City;
 - v. City Agencies will order the SKU/ Item via the City's Purchasing Division's Procurement Module and issue the vendor Purchase Orders;
 - vi. The vendor shall enter/ populate City SKU/ Item upload templates with required information and pricing;

10) VENDOR PERFORMANCE MANAGEMENT:

- a) The City will administer a vendor performance management program as part this agreement. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.
- b) Vendor will be required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, may provide at a minimum the following information:

c) FOR GOODS

- i. Total dollar value of purchases per City Agency
- ii. Total number of transactions per City Agency
- iii. Percentage of items shipped from local stock
- iv. Percentage of items backordered
- v. Average delivery time for stock material
- vi. Average delivery time for backorders

CCD EXHIBIT B - MPO # 10883A0117

Request for Proposal No. 10883A
Strategic Long Term Procurement of Street Sweepers with Service and Parts Considerations



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
Purchasing Division
www.denvergov.org/purchasing

WELLINGTON E. WEBB
MUNICIPAL OFFICE BUILDING
201 WEST COLFAX AVE.,
DEPT. 304, 11TH FLOOR
DENVER, CO 80202
PHONE: (720) 913-8100
FAX: (720) 913-8101

Buyer: Andrew Miskell
Phone: 720-913-8159

REQUEST FOR PROPOSAL

Request for Proposal No. **10883A**

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

SCHEDULE OF EVENTS

• RFP Issued	February 3, 2017		
• Pre-Proposal Conference	February 16, 2017	9:00 A.M.	Local Time
• Specifications Due Date (Early Submittal Allowed)	February 22, 2017	5:00 P.M.	Local Time
• Specifications Review Date (City's Deadline)	February 27, 2017	5:00 P.M.	Local Time
• Deadline to Submit Additional Questions	March 2, 2017	5:00 P.M.	Local Time
• Response to Written Questions	March 8, 2017	5:00 P.M.	Local Time
• Proposal Due Date	March 14, 2017	5:00 P.M.	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: Hardline Equipment Inc.

By: Troy Schuller
(Printed or Typed Name)

Signature: *Troy Schuller*
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: TroyS@HardlineEquipment.com

Phone: Office 303-288-8989 / Cell 720-660-1813

CCD EXHIBIT B - MPO # 10883A0117 - Continued

C.4 PROPOSAL ITEMS								
REQUEST FOR PROPOSAL # 10883A								
Strategic Long Term Procurement of Street Sweepers, Service, and Parts								
<i>All Proposed Prices are Considered as a Delivered Price</i>								
<i>Pricing is to Equal Pricing Submitted with Technical Specification Document</i>								
<i>Pricing to Match Submitted Pricing in Section 9.0 of Technical Specification Document</i>								
Item #	Description	Quantity	Unit Cost	Make	Model			
1	Street Sweeper	1	\$ 235,000.00	Dulevo	6000 High Dump			
<i>Main Units - Future Needs - Discounts on Bulk Orders (if offered)</i>								
<i>All future units will start with the Unit Cost of your original submission as the Base Year when completing a CPI Adjustment</i>								
<i>Future Quantities Listed Below are used to determine if a discount is given for future multiple orders</i>								
Item #	Description	Quantity	Unit Cost	CPI Adjusted Unit Cost	% Discount Off of Unit Price for Orders of Multiple Units (Discount -%)	Extended Cost	Make	Model
2	Street Sweeper - Future Need	1-2	\$ 235,000.00	TBD	0.00%	\$ 235,000.00	Dulevo	6000 High Dump
3	Street Sweeper - Future Need	6+	\$ 235,000.00	TBD	-6.40%	\$ 219,950.00	Dulevo	6000 High Dump
<i>Main Units - Current Needs</i>								
<i>For Evaluation and Awarded Purchase Order Pricing</i>								
4	Street Sweeper	11	\$ 219,950.00	\$ 2,419,450.00	Dulevo	6000 High Dump		
<i>Original Equipment Manufacturer (OEM) Parts</i>								
<i>Unit Life Expectation: The City is assuming 1200 hours per year of use with an estimated 6 years of usage, totaling a Life Expectancy of 7200 hours</i>								
Item #	Description	Quantity Required per Unit	Unit Cost	Vendor Expected Life Hours per Part and per OEM Tolerances and Specifications	Vendor Expected Component Quantity Required During Entire Life Cycle (7200 Hours) (Items 4-7)	Extended Life Cost	Make	Part Number
5	Main Broom	1	\$ 508.00	200 Hours	36 Each	\$ 18,288.00	Dulevo	6247643628 (This price is based off full container pricing)
6	Gutter Brooms	2	\$ 424.00	200 Hours	36 Each	\$ 30,528.00	Dulevo	5050041875 (This price is based off of full container pricing)
7	Conveyor Assembly	1	\$ 4,203.84	2000 Hours	4 Each	\$ 16,815.36	Dulevo	400097142 (This is not the Entire Conveyor - This is the Conveyor Overhaul Kit)
8	Dirt Shoes	2	\$ 1,205.56	1000 Hours	8 Each	\$ 19,288.96	Dulevo	6020046HNV / R.H., 6020046HHNY / L.H.
<i>Shop and Field Rates - Firm and Fixed for the Life of the Entire Agreement</i>								
Item #	Description	Quantity	UOM	Unit Cost				
9	Shop Rate	1	Hour	\$ 125.00				
10	Field Rate	1	Hour	\$ 150.00				
<i>Parts and Components Discounts</i>								
Item #	Description	Percentage	Name of Price Schedule	Date of Price Schedule	Category of Prices Applicable (Column, Jobber, Dealer, List, etc.)			
11	Discount (-), Markup (+) or Net (0)	-10.00%	National Account Pricing	3/14/2017	List Price			
TOTAL FOR ALL GOODS AND RATES			\$	3,194,595.32				
SWEEPER SHIPPING SCHEDULE (IN DAYS): <input style="width: 150px;" type="text" value="120-150"/>								
VENDOR NAME: <input style="width: 150px;" type="text" value="Hardline Equipment"/>								
CONTACT NAME: <input style="width: 150px;" type="text" value="Troy Schuller"/>								

Proposed Shop and Field Rates shall stay locked for initial year of this agreement. Yearly extensions of this agreement will be subject to the agreed upon rate structure of a -10% discount from the posted rates within Hardline Equipment's repair site. Example: Repairs on 03/01/2019 with a posted Shop rate of \$150.00/hr., the City will pay \$135.00/hr.

The City intends to make an initial purchase of fifteen (15) units, as of 5/9/2017. The Vendor shall purchase a separate unit that will be used in cases of emergency need by the City and County for complete use in the field or if the need to cannibalize a part in order to reduce downtime of a City Owned Unit.

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

Reference Nos: TBD

CITY AND COUNTY OF DENVER Technical Specifications and Bid Items

For a Hydraulically Driven High Maneuverable Side Broom Street Sweeping Machine

1.0 General Description

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

1.1 Standard Factory Equipment

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

1.2 Government Requirements (where applicable)

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

- FHWA, Federal Highway Administration
- SAE, Society of Automotive Engineers Specifications
- FMVSS, Federal Motor Vehicle Safety Standards
- DOT, Department of Transportation Regulations
- AWS, American Welding Society Standards
- PUC, Public Utilities Commission (Colorado)

1.3 Workmanship and Durability

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

1.4 Completion of Bid Items and Alternates

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

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

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

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

2.0 Basic Requirements, or approved equal.

2.1 Basic Vehicle with Options:

	Description of Equipment	Offered Equipment	Cost
A.	<p>Four Wheel - (2) axle Four Wheel Steer Sweeper with body of unitized and welded heavy steel plate design.</p> <ol style="list-style-type: none"> 1. The sweeper shall be rear high dumping design with full visibility from operator's seat using mirrors and cameras. 2. The sweeper must be EPA PM-10 Compliant. 3. PM-5 Compliant. 4. PM-2.5 Compliant. 	<p>Make: _____ Dulevo _____ Model: <u>6000 High Dump</u></p> <p>Dump Location: <u>Rear</u></p> <p>EPA PM-10 Compliant: Yes No % <u>100%</u></p> <p>Yes No % <u>100%</u></p> <p>Yes No % <u>100%</u></p>	<p>\$ 221,090.00</p>
B.	Sweeper shall be manufactured to ISO 9001 and ISO 14001 standards.	Yes No	
C.	<p>Sound Emission:</p> <ol style="list-style-type: none"> 1. The Sweeper shall not emit more than 90 dB Sound Pressure Level while in operation measured 10 feet away from any direction of the sweeper. 2. The Sweeper shall not emit more than 85 dB Sound Pressure Level in the Cab while in operation. 	<p>Yes No dB <u>87</u></p> <p>Yes No dB <u>83</u></p>	
D.	<p>Sweeper Dimensions and Information:</p> <ol style="list-style-type: none"> 1. Overall height, top of cab: <u>9'-10"</u> 2. Overall width, outside of tires: <u>7'-7"</u> 1. Overall length: <u>19'-4"</u> 2. Wheelbase: <u>10'-6"</u> 3. Turning Radius curb-to-curb: <u>15' 8"</u> 4. Sweeping width: <ol style="list-style-type: none"> a. Main broom only: <u>4'-3"</u> b. One side broom: <u>6'-4"</u> c. Two side brooms: <u>8'-5"</u> d. Two side brooms & Front Broom: <u>11' 5"</u> 5. Hopper Capacity: <u>5.2</u> yds³ minimum. 6. Dump clearance: <u>9'-10"</u> 7. Weight Empty: <u>19,600</u> lbs 	<p>OA Height: <u>9'-8"</u></p> <p>OA Width: <u>7'-7"</u></p> <p>OA Length: <u>19'-4"</u></p> <p>Wheelbase: <u>10'-6"</u></p> <p>Turning Radius: <u>15'-8"</u></p> <p>Main Broom: <u>4'-3"</u></p> <p>1 Side Broom: <u>6'-4"</u></p> <p>2 Side Brooms: <u>8'-5"</u></p> <p>2 Side Brooms & Front Broom <u>11'-5"</u></p> <p>Hopper Capacity: <u>5.2</u> yds³</p> <p>Dump Height: <u>9'-10"</u></p> <p>Curb Weight: <u>19,600</u> lbs</p>	

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
	8. Travel Speed: 20 mph	Speed: <u>20</u> mph	
E.	Keys and Locks; 1. Door locks and ignition shall be keyed alike. 2. Keys, Ignition, Door, and Other, 4 sets. 3. Each vehicle will be keyed alike.	Yes No Quantity: <u>4</u> keys Yes No Key Number: <u>14603</u>	\$ <u>Included</u>
F.	Water System: 1. Water system shall be for dust suppression and shall help the sweeper meet EPA PM-10 requirements. 2. Water tank shall have a 128-gallon capacity minimum. 3. Water Capacity must be adequate to operate sweeper with all water turned on for at least 3 hours of operation. 4. Tank must be 304 Stainless Steel material. 5. The water fill system shall be anti-siphon design. 6. The water pump shall have a "run dry" feature with no damage to system. 7. A water level gauge shall be provided and easily visible for monitoring. 8. A 16'-8" canvas double jacketed rubber lined 2-1/2" fire type fill hose with fire hydrant coupling shall be provided with easy access hose storage compartment. Sweeper end of hose must be NPT type thread and Hydrant end of hose must be 2-1/2" NHT type thread.	Yes No Capacity: <u>129.5</u> gallons Yes No Material: <u>Aisi 304</u> Yes No Yes No Yes No Site Location: <u>On Water Tank</u> Yes No Fill Hose Length: <u>16'-8"</u>	\$ <u>Included</u>
G.	Fuel System: 1. Fuel tank shall be 37 gallons' minimum. 2. Fuel Filter spin-on type with easy access.	Capacity: <u>37</u> gallons Yes No	\$ <u>Included</u>

2.2 Engine and Drivetrain

	Description of Equipment	Offered Equipment	Cost
A.	Engine or Approved Equal: 1. The engine shall be a Cummings QSB 4.5 4-cylinder 2. Displacement: 4.5L (272 in ³) 3. Power 152-hp @ 2,000 rpm, torque 405 lb-ft @ 1,500 rpm (no less than 115 -hp will be accepted) 4. Turbo charged, direct injected diesel engine. 5. The engine shall be balanced and rubber mounted to minimize vibration. 6. Approved for and capable of operating on City B-5 biodiesel	Make: <u>Cummins</u> Model: <u>QSB 4.5</u> Displacement: <u>272 in</u> No of Cylinders: <u>4</u> HP: <u>152</u> @ <u>2000</u> rpm Torque: <u>405 lb-ft</u> @ <u>1500</u> rpm Yes No Yes No Yes No	\$ <u>Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
	fuel.		
B.	Engine Controls: 1. Auto engine shutdown for engine temperature, low oil pressure shall be provided. 2. Engine RPM shall be controlled from the cab by a push button.	Yes No Yes No	\$ <u>Included</u>
C.	Engine Air Intake System: 1. Dual safety dry-type air filter 2. In-cab air filter restriction indicator to continually monitor air filter condition.	Type: _____ Vortex pre-filter Yes No Electronic or Mechanical	\$ <u>480.00</u>
D.	Cooling System: 1. Cooling system and heater hoses shall be ESCO Hi-Temp, Hi-Miler rated at 325°F continuous operating temperature or an approved equal. 2. A cooling system capable of maintaining engine manufacturer's recommended operating temperatures at an elevation of 6,800' in 120° F low humidity ambient conditions shall be provided. 3. The coolant protection shall be -34° F.	Brand: _____ Webasto _____ Type: _____ Oslo _____ Yes No Yes No	\$ <u>Included</u>
E.	Propulsion System: 1. Hydrostatic transmission consisting of variable displacement pump and variable displacement motors. 2. Drive motor shall be mounted to the differential on the front drive axle, and be load sensing. 3. Single foot pedal for travel control without clutch. 4. Forward/Reverse shall be selected by a shifter on the steering column in the cab. 5. There must be a Forward/Reverse indicator light.	Yes No Yes No Yes No Yes No Yes No	\$ <u>Included</u>
F.	Hydraulic Pump: 1. The sweeper shall have 5 hydraulic pumps to operate the various sweeper functions. +1 HYDRAULIC PUMP FOR HYDROSTATIC TRANSMISSION 2. The 3 front of engine hydraulic pumps shall be gear drive off engine crankshaft, (no belt drives). The hydraulic pumps shall operate hopper system, steering and other functions as necessary. 3. The 2 side pumps shall operate the (1) pump for main broom and (1) pump for side brooms.	Yes No Systems driven off front pumps: STEERING; MAIN BRUSH ROTATION; FANS; CONVEYOR; HOPPER; 3 RD BROOM ROTATION; Systems driven off side pumps: SIDE BRUSHES ROTATION; FAN DRIVE; BRAKES	\$ <u>Included</u>
G.	Hydraulic System: 1. Reservoir capacity 33 gallons with 10-micron vented fill cap. 2. The reservoir shall have an easily visible external site level	Capacity: _____ 35 _____ gallons Yes No	\$ <u>Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
	gauge. 3. Return line 16-micron spin-on filter. 4. Fill spout strainer 100-mesh. 5. An in-cab oil filter restriction indicator light/audible alarm. 6. A low hydraulic oil sensor with an in-cab indicator light/audible alarm when the system is 5-gallons low.	Rating: _____ 16 _____ microns Yes No Yes No Yes No	
H.	Service Brakes: 1. Foot operated hydraulic with hydraulic power assist and hydrostatic braking. Braking systems shall not be dependant on the engine running. 2. The main braking system shall be both a dynamic system and hydraulic disc system with the dynamic braking system as the primary system to reduce disc brake wear. 3. The service brakes shall be disc type. 4. The hydrostatic braking system to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. 5. Loss of engine power shall not automatically apply brakes. 6. Parking brake shall be mechanically applied. 7. A parking brake interlock shall alert operator parking brake is applied.	Yes No Yes No Yes No Yes No Yes No	\$ 2,930.00
I.	Steering: 1. Steering shall be full power hydraulic assist four-wheel steering.	Yes No	\$ <u>Included</u>
J.	Suspension: 1. Front Suspension shall have semi-elliptical springs and shock absorbers. 2. Rear Suspensions shall be hydraulically operated with 7-3/4" of travel and 3 operational positions and 1 service position.	Yes No Yes No	

2.3 Tires and Wheels

	Description of Equipment	Offered Equipment	Cost
A.	Tires: 1. Front, Michelin 285/70 R 19.5 Load Range "J", tubeless steel belted radial. 2. Rear, Michelin, 285/70 R 19.5 Load Range "J", tubeless steel belted radial.	Brand: _____ Michelin _____ Type: _____ 285/70 R 19.5 _____ Brand: _____ Michelin _____ Type: _____ 285/70 R 19.5 _____	\$ <u>Included</u> \$ <u>Included</u>
B.	Wheels:		\$ <u>Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
	1. Steel disc 2. Paint "Black".	Yes No Color: _____ Gray _____	

2.4 Electrical System

	Description of Equipment	Offered Equipment	Cost
A.	Electrical System: 1. The electrical system shall be 24vDC negative ground. 2. Alternator 28v 90-amp alternator minimum.	Yes No Rating: _____ 90 _____ amps	<u>\$ Included</u>
B.	Batteries: 1. Batteries, 2 required. 2. The batteries shall be a "Maintenance Free" 12-volt, 900 CCA with 140 minutes' reserve capacity minimum.	Quantity: _____ 2 _____ Battery Rating: _____ 12V, 900 CCA _____	<u>\$ Included</u>
C.	Sweeper Lights: 1. Headlights shall be sealed beam. 2. Wiring shall be sealed modular plug-in type. 3. Individual stop/turn/ mid-body turn/tail/ lights at rear of sweeper. All lights shall be Federal Signal 24vDC, flush mount, sealed lexan body, grommet insulated, multi-pin units. 4. Center at top of cab mounted 3 rd brake light shall be provided. 5. Back up lights Federal Signal, flush mount, sealed lexan body, grommet insulated, multi-pin units. 6. Marker lights Federal Signal, 7. Work Lights at top front left/right of cab front LED Type.	Yes No Yes No Yes No Yes No Yes No Yes No Yes No	<u>\$ Included</u> <u>\$ Included</u> <u>\$ Included</u> <u>\$ Included</u> <u>\$ Included</u> <u>\$ Included</u>
D.	Side Broom Lights: 1. Left and right curb brush and rear facing LED floodlights shall be provided.	Yes No	<u>\$ Included</u>
E.	Electrical Wiring: 1. Wiring shall be numbered and encased in spilt loom protective harness. 2. The electrical system shall be protected with auto-resetting circuit breakers or fuses. 3. All non-factory wire type connections (splices, connections) shall be soldered and shrink tube insulated with adhesive/melttable sealant, thick-wall polyolefin shrink tubing. No non-factory crimp connections allowed. No cutting or splicing into factory wiring harnesses allowed without prior discussion and approval.	Yes No Yes No Yes No	<u>\$ Included</u>
F.	Back Up Alarm: 1. A heavy-duty Federal Signal Corp. SAE type B 107dB audible back-up alarm and warning light shall be provided.	dBa Rating: _____ 107DB _____	<u>\$ Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

2.5 Interior

	Description of Equipment	Offered Equipment	Cost
A.	Sweeper Controls: 1. The sweeper shall be equipped with isolated right hand driver's controls so that the sweeper can be operated safely, easily and efficiently for optimum viewing during all sweeping operations. 2. Steering controls shall be tilt. 3. The center console shall contain all the operational controls for operating the sweeper with the exception of driving controls and Front Gutter Broom. 4. Front Gutter Broom shall be controlled 2 joysticks mounted on the right hand operator's door. 5. All sweeper console controls shall be easily accessible and viewable from the operator position. 6. All controls and gauges shall be illuminated. 7. All controls and gauges shall be ergonomically positioned for operator ease of operation for operators 5'-0" to 6'-6" tall. No control shall interfere with the operator.	Yes No Yes No Yes No Yes No Yes No Yes No	\$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u>
B.	Operator Seats: 1. Operator's seats, right sides shall be a premium high back seat of fabric material with air ride suspension and seat belts. A. High Back B. Heated C. Adjustable Head Rest D. Adjustable Lumbar Support E. Adjustable Arm Rest Left/Right	Brand: <u>Isringhausen</u> Model: <u>88455-03/04</u> Yes No Yes No Yes No Yes No Yes No	\$ <u>3,090.00</u>
C.	Instrumentation shall include: 1. Miles swept odometer. 2. Engine hourmeter. 3. Tachometer. 4. Voltmeter. 5. Coolant temperature. 6. Oil temperature and pressure. 7. Fuel level. 8. Battery Charge Lamp 9. High beam indicator lamp 10. Hopper Full lamp 11. Low Fuel Level lamp	Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No	\$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
	12. Scissor up indicator lamp 13. Machine tilt lamp 14. Tailgate closed indicator lamp 15. Hydraulic level and filter indicator lamp 16. Glow plug pre-heat indicator lamp 17. Parking Brake indicator lamp 18. Water Pump indicator lamp 19. Low water in tank indicator lamp	Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No	
D.	Operator's Cab: 1. All weather positive pressure cab. 2. The cab shall be fully enclosed with a full 180° viewing of the sweeping area. 3. Large windows in the cab and in the doors for maximum visibility (no bubble windows in doors). 4. Cab shall be isolation mounted to reduce vibration. 5. Cab shall have both sound and environmental insulation to reduce both noise and reduce heat gain and heat loss to the environment. 6. Cab windows used shall be tinted safety glass. 7. Camera System (must all be from the same manufacture) a) A 360° camera system shall be provided with 1 screen and 4 cameras. b) A 2 nd camera system shall be provided with 1 screen and 2 cameras i. Camera 1 will have a rear view to assist in dumping ii. Camera 2 will have a left side forward view to assist in left hand sweeping.	Yes No Yes No View Window/windshield Size: 2.5 Sq. Yds Door Glass Size: 1.6 Sq. Yds _____ Rear Window Size: N/A _____ Yes No Yes No % Opacity of Tint: 70 _____ % Yes No Yes No Yes No	\$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u> \$ <u>250.00</u>
E.	Cab Environmental Management: 1. Cab intake air shall be 100% filtered to remove dust and contaminants. 2. The cab shall have multiple adjustable air vent dispersement to keep operators comfortable. 3. The operator's cab shall have a multi-speed blower powered fresh air positive pressure ventilation,	Yes No Yes No Yes No	\$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
	4. Heat, hot water 25,000-BTU heat system with windshield defrosters	BTU Rating: <u>25,000</u>	<u>\$ Included</u>
	5. Cooling, R-134A air conditioning system to keep the operator's area comfortable in Denver CO summer months.	Yes No	<u>\$ Included</u>
F.	Windshield Wipers		<u>\$ Included</u>
	1. Wipers dual-(2)-speed electric with intermittent function.	Yes No	
	2. Windshield washers	Yes No	
G.	Radio:		
	1. AM/FM CD USB high-power stereo radio with two 2-way 5-1/2" flush mounted in cab.	Make: <u>VDO Continental</u> Model: _____	<u>\$ 460.00</u>
	2. Antenna shall be mounted to protect it from tree branches	Yes No	

2.6 Exterior

	Description of Equipment	Offered Equipment	Cost
A.	Exterior Rear View Mirrors:		<u>\$ 680.00</u>
	1. Two (2) mirrors required, cab A-pillar mounting bracket mounted left and right side for external rear view mirrors.	Location: <u>Cab A-Pillar Mounting Bracket</u>	<u>\$ Included</u>
	2. Main mirrors, Moto-Mirror 7" x 14" motor head (left, right), heated, breakaway type stainless steel.	Make: <u>SMAT Nord</u> Model: <u>7.600.025</u> <u>7"x14"</u> Size: <u>7" x 14"</u>	<u>\$ 620.00</u>
	3. Auxiliary mirrors mounted to the left and right front mounted combination mirror shall be two (2) inside facing 10" dia. convex mirrors.	Size: <u>10"</u>	
	4. The mirrors shall not extend more than 9" beyond the doors.		<u>\$ Included</u>
	5. A mirror guard for each main rear view mirror shall be provided that is large enough and strong enough to sufficiently protect/guard the mirrors from limb and road damage.	Protected from tree branches: Yes No	
B.	Door Windows:		
	1. Door windows shall be horizontal slide to open flat glass type.	Yes No	
	2. Windows shall be capable of being open in any position from fully closed to fully open.	Yes No	<u>\$ Included</u>
C.	Jack Points:		<u>\$ Included</u>
	1. Jack points front and rear shall be provided.	Yes No	
	2. Point shall allow hydraulic jacking up of the sweeper without damaging the sweeper.	Yes No	
D.	Front Bumper:		<u>\$ Included</u>
	1. The front bumper shall be incorporated into the design of the Front Gutter Broom.	Yes No	

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
E.	Rear Bumper: 1. Rear bumper, must be of heavy duty type able to bump into tires of truck being dumped on without damage to either vehicle. 2. The bumper pads shall be mounted to the frame of the sweeper.	Size: _____ <input checked="" type="checkbox"/> Yes No Location: Frame	\$ <u>Included</u>
F.	Tow Provisions: 1. Draft Gear must be provided. 2. Tow hook shall be removable and have a storage area behind the cab the sweeper. 3. The tow hooks shall be heavily reinforced to provide towing of the sweeper by a City tow truck. 4. No distortion of the hooks, their mounting surface or damage to the sweeper shall occur during towing.	_____ <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No	\$ <u>Included</u>
	Greasing Provisions: 1. Grease manifold must be provided for all (33 grease points) daily grease points 2. Grease manifolds shall be easily accessed. 3. There shall be no more than 3 grease manifold locations on the sweeper. 4. Grease line must be crimp type line.	<input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No	\$ <u>3.0 A</u>
G.	Paint: 1. All visible exterior metal surfaces shall be "Bright White" polyester powder epoxy painted with prior to assembly. Powder epoxy paint shall be a minimum of 2-mils thick. 2. All undercarriage components shall be polyester powder epoxy painted prior to assembly. Powder epoxy paint shall be a minimum of 2-mils thick. 3. All other surfaces shall be painted with polyurethane enamel, applied following paint manufacturer's procedures to include using self-etching primer and treating bare metal with conditioner's and conversion coating's.	Color: <u>White</u> Brand: <u>PPG</u> Type: <u>RAL 9016</u> <input checked="" type="checkbox"/> Yes No Color: <u>Gray</u> <input checked="" type="checkbox"/> Yes No Color: <u>Gray</u>	\$ <u>Included</u> \$ <u>Included</u> \$ <u>Included</u>
H.	Roof Strobe Light System: 1. LED Strobe lights (3 required) shall be mounted to the exterior of the sweeper. a) Front Cab Surface: 2 required b) Rear Cab Surface: 1 required	Make: <u>Cobo</u> Model: <u>35-8002</u> <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No	\$ <u>Included</u>
			\$ _____

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost								
I.	Vehicle Signage shall be applied as follows: 1. "Danger Keep Back 50 Feet", rear of cab at roof level. 2. "Slow Moving Vehicle", rear of sweeper, DOT approved.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> </table>	Yes	No	Yes	No	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">\$ <u>125.00</u></td> </tr> <tr> <td></td> <td style="text-align: right;">\$ <u>25.00</u></td> </tr> </table>		\$ <u>125.00</u>		\$ <u>25.00</u>
Yes	No										
Yes	No										
	\$ <u>125.00</u>										
	\$ <u>25.00</u>										

2.7 Street Sweeping Equipment

	Description of Equipment	Offered Equipment	Cost										
A.	Water Spray System: 1. Spray system water pump shall be electric motor driven. 2. Spray system shall spray: a) Left Gutter Broom b) Right Gutter Broom c) Front Gutter Broom	Drive Method: <u>Membrane Electric Pump Diaphragm</u> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> </table>	Yes	No	Yes	No	Yes	No	\$ <u>5,250.00</u>				
Yes	No												
Yes	No												
Yes	No												
B.	Side Brooms: 1. Left and right side brooms shall be hydraulic motor driven digger type that can be angled to the sweeping surface. 2. The broom brushes shall be vertical digger type 41" dia. with 26" poly and wire fillers. 3. Brooms shall be hydraulically lowered and raised by a single control easily accessed from the operator positions. 4. Side brooms shall have hydraulic float feature. 5. Side brooms shall be mechanical tilted to increase broom attach angle. 6. Side brooms shall have hydraulic digging pressure/wear control feature to prevent over/under pressuring the broom into the pavement. 7. Broom speed shall be easily adjustable from 0 rpm to 70 rpm and independent of sweeper ground speed. 8. Side brooms shall not throw debris at tires. 9. Side brooms shall have adjustable water spray system	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table> Size: <u>41"</u> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> </table> Yes No Rpm range: <u>0</u> to <u>70</u> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> </table>	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	\$ <u>Included</u>
Yes	No												
Yes	No												
Yes	No												
Yes	No												
Yes	No												
C.	Front Gutter Broom (3 rd Broom) 1. Shall be mounted off an arm on the front of the sweeper and capable of sweeping the left and right side of the sweeping path. 2. The broom brushes shall be vertical digger type 50" dia. with 26" poly and wire fillers. 3. Broom shall be hydraulically lowered and raised by a single control easily accessed from the operator positions. 4. Front broom shall have hydraulic float feature.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> </table>	Yes	No	Yes	No	Yes	No	Yes	No			
Yes	No												
Yes	No												
Yes	No												
Yes	No												

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
	5. Front broom shall be hydraulically tilted to increase broom attach angle. 6. Front broom shall have hydraulic digging pressure/wear control feature to prevent over/under pressuring the broom into the pavement. 7. Broom speed shall be easily adjustable from 0 rpm to 60 rpm and independent of sweeper ground speed. 8. Front brooms shall not throw debris at tires. 9. Front broom shall have adjustable water spray system. 10. Front broom must have a "break away system" to prevent damage if an immovable object is struck. 11. Front Broom must be gear driven.	Yes No Yes No Yes No Yes No Yes No Yes No	
D.	Main Broom: 1. Main broom shall be polypropylene bristle 25-1/2" dia. x 50" long core type. 2. The main broom shall be hydraulic motor driven with a speed of 150 rpm. 3. Main broom shall have hydraulically applied down pressure operated by a single control, easily accessed from the operator positions.	Size: <u>25.5" dia. x 50" long</u> Yes No Yes No	\$ <u>Included</u>
E.	Conveyor: 1. The conveyor shall be a of 2 parallel reinforced fabric rubber belt. 2. The conveyor shall have 11 full width flights with replaceable rubber squeegee. 3. The conveyor shall be capable of loading into the hopper objects as large as 4" thick. 4. The conveyor shall be hydraulic driven with relief valve protection and be reversible without reversing the main broom. 5. The hydraulic motor direct drive to a solid shaft. 6. Conveyor bearings shall be sealed self-aligning with grease points. 7. A conveyor roller flush system shall be provided. 8. The conveyor shall be able to load the hopper to + 95% capacity. 9. The Conveyor must be constructed from T-1 type steel to reduce wear.	Conveyor Construction: <u>Dulevo Belt Conveyor</u> Yes No Yes No Yes No Yes No Make: <u>_SKF_</u> Model: <u>30206/22208CC -22209CC</u> Yes No Yes No Yes No Yes No	\$ <u>Included</u>
F.	Hopper: 1. The hopper shall have a 7.2-yard volume with 5.2 cubic yard	Material Capacity: <u>5.2</u> yds ³	\$ <u>Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	Description of Equipment	Offered Equipment	Cost
	material capacity minimum. 2. Hopper must be constructed of 304 stainless steel. 3. Hopper shall have full indicator. 4. Hydraulic lift capacity 8000-lb for dumping. 5. Hopper Cycle time: a. Hopper raise and dump: 30 seconds b. Retraction time: 40 seconds 6. Controls easily accessed operator positions. 7. Dumping shall be from rear of sweeper with a minimum 10'-4" dump height.	Capacity: <u>4960</u> lbs Yes No Yes No Yes No Tilt: <u>42</u> sec Retraction: <u>36</u> sec Yes No Dump Height: <u>10'-4"</u>	
G.	Vacuum Assist Dust Filtering System: 1. The sweeper must be equipped with a Vacuum Assist Dust Filtering System to aid in the collection of light dust controlled from the cab. 2. The Vacuum Assist Dust Filtering System shall collect dust from the main broom area through the conveyor and deposit it into the hopper. 3. The Vacuum Assist Dust Filtering System shall have a filter shaker operated from the cab. 4. The Vacuum Assist Dust Filtering System must have a dust filter with 230 square feet of filter material capable of filtering out 3-micron material from the air. 5. The Vacuum Assist Filtering System must move at least 2900 cfm thru the system when in operation. 6. The Vacuum Assist Dust Filtering System filter shall carry a 5-year warranty against defects or workmanship. 7. The Vacuum Assist Dust Filtering System must be hydraulic operated by fans located in the hopper area. 8. The Vacuum Assist Dust Filter must be Teflon Coated.	Yes No Yes No Yes No Yes No Yes No Yes No Warranty Length <u>5 years</u> Yes No Yes No Brand <u>Gore</u>	

ONE COMPLETE VEHICLE TOTAL COST	\$ 235,000.00
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Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

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

2.8 A basic PM service is also known as a “maintenance check-out” or “safety inspection” and generally consists of a safety check and lubrication (recommend hours’ engine oil change) as well as checks of key components such as brakes, lights, tire condition and inflation, and fluids. It also includes checking and adjusting high-wear components. For example, if the OEM recommends a 500-hour engine oil change, we would consider this interval to be the basic level PM. The basic level PM also will consist of any lower checks and services e.g. daily, monthly, 100 hours etc. If an OEM recommends a shorter interval for severe service, the severe service interval will be used. Severe Duty Preventative Maintenance Schedule must be submitted as part of this bid proposal.

Description	Submissions and Answers
The Vendor will provide a copy of the Owner’s Manual with the submission:	Has the Vendor submitted this document: Yes No
The Vendor will provide a detailed and complete list of all Preventative Maintenance schedules:	Has the Vendor submitted this document: Yes No

3.0 Optional Equipment

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

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

	Description of Equipment	Offered Equipment	Cost
			\$ _____
A.	Automatic lubrication system to include: 1. Lubecore Centralized lubrication for daily lube point system capable of pumping NLGI # EP-2 grease. 2. System shall be Lubecore Authorized Dealer. Grease pump/reservoirs, control unit, distribution manifolds and grease hoses/lines shall be located/routed for maximum durability ease of access and protection from damage. 3. Grease pump/reservoir shall be 4 Kg grease capacity.	Make: <u>Lubecore</u> Model: <u>Electronic Modular/Progressive</u> Capable of Pumping NLGI # EP-2 Grease: Yes No Grease Reservoir Size: <u>4 KG</u> System Pressure: <u>Up to 4,500psi</u> Grease Line Material: <u>Korilla Hose</u>	\$ <u>7,077.00</u>
B.	Conspicuity Tape: 1. 3M, DOT-C2 Standard No. 108 reflective conspicuity tape. 2. Conspicuity tape shall be applied full length to rear and sides of the sweeper body.	Yes No Yes No	\$ <u>120.00</u>

OPTIONAL EQUIPMENT TOTAL COST | \$ 7,197.00

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

4.0 Manuals/Equipment

Item	Description of Equipment	Offered Equipment	Cost
Training DVD	One DVD or CD or WEB based demonstrating and explaining the safe and proper use of the vehicle/equipment. 1. Equipment.	Yes No	\$ <u>Included</u>
Operators Manual Paper	One book per vehicle/equipment with "safe equipment operation" section for each component. 1. Equipment.		\$ <u>Included</u>
Service/ Maintenance Manual Paper	Four complete sets per Contract (not per vehicle); binder required, 1. Manuals shall be provided for the sweeper: 2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments. 3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.	Yes No Yes No Yes No	\$ <u>Included</u> \$ <u>Included</u>
Service/ Maintenance Manual on CD rom or DVD or WEB Based	Three complete set; per Contract (not per vehicle) 1. Manuals shall be provided for: A. Equipment and Attachments 2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments. 3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.	Yes No Yes No Yes No	\$ <u>Included</u> \$ <u>Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

	4. New CD roms or DVDs shall be provided when information is updated, superseded or changed.	Yes No	\$ <u>Included</u>
Service/ Maintenance Manual on Internet Access, or Other Electronic Media	One complete set; per Contract (not per unit) 1. Vendor shall provide access to the site for the length of time that the City owns the equipment at a one time up front cost to the City. 2. Internet information shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments. 3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.	Yes No Yes No If other Specify: _____ _____ _____ Yes No	\$ <u>Included</u>
Parts Manual Paper or Digital	Four complete sets, per Contract (not per unit) binders required, 1. Manuals shall be provided for: A. Equipment 2. Illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system.	Yes No Yes No	\$ <u>Included</u> \$ <u>Included</u>
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. Equipment 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 Yes No	\$ <u>Included</u> \$ <u>Included</u>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

<p>Parts Manual on Internet Access, or Other Electronic Media</p>	<p>One complete subscription; per Contract (not per vehicle)</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> A. Equipment 3. Internet information shall cover vehicle/equipment, shall include general parts information, parts specifications, ordering guide lines and superseded parts information. 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. 5. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information. 	<p>Access Information: 7 days/week including holidays Yes No</p> <p>Yes No Yes No</p> <p>Yes No If other Specify: _____</p> <p>_____</p> <p>Yes No</p>	<p>\$ <u>Included</u> \$ <u>Included</u></p>
<p>Severe Duty Preventative Maintenance Schedule</p>	<ol style="list-style-type: none"> 1. A basic PM service is also known as a "maintenance check-out" or "safety inspection" and generally consists of a safety check and lubrication (recommend hours' engine oil change) as well as checks of key components such as brakes, lights, tire condition and inflation, and fluids. It also includes checking and adjusting high-wear components. For example, if the OEM recommends a 500-hour engine oil change, we would consider this interval to be the basic level PM. The basic level PM also will consist of any lower checks and services e.g. daily, monthly, 100 hours etc. If an OEM recommends a shorter interval for severe service, the severe service interval will be used. A Severe Duty Preventative Maintenance Schedule must be submitted as part of this bid proposal. 	<p>Yes No</p> <p>If other Specify: <u>Dulevo only offers standard</u> <u>_____maintenance schedules_</u>however it is quite <u>_____detailed based off the Dulevo sweeping conditions</u></p>	
<p>New Equipment</p>	<p>The successful vendor shall complete the City's</p>	<p>Yes No</p>	<p>\$ <u>Included</u></p>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

Check-in Form:	“New Equipment Check-in Form” completely and accurately with all requested information.		
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4.1 Operator and Mechanics Training

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

5.0 Warranty

5.1 Warranty Requirement

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

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

F.	Bidder will be responsible for warranty repair of all installed options/auxiliary equipment included in the bid that has a standard warranty that is less than the standard warranty for the base vehicle/equipment	Y
G.	Bidder shall use a single, local factory authorized dealership that will accomplish or coordinate required warranty work. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty parts shall be available and supplied within 24 hours	Y
H.	If applicable, bidder shall provide a plan for the City to be reimbursed if the work can be done by the City on site. The current shop rate is \$75/hour, not to exceed \$85.00/hour. (Enter a response of N/A if not available)	N/A
I.	The bidder shall respond to request for warranty assistance within twenty-four (24) hours.	Y
J.	Warranty work shall be accomplished within an appropriate length of time (generally less than 3 working days for everything other than major component repair such as a transmission rebuild) and shall be coordinated with an authorized City representative	Y
K.	The item(s) procured by the City pursuant to this Bid Proposal shall, in addition to being subject to the express warranties referenced above, be subject to all implied warranties arising by operation of law under State of Colorado and Federal law, including but not limited to the implied warranty of merchantability and, to the extent applicable, the implied warranty of fitness for a particular purpose arising under the Colorado Uniform Commercial Code, Title 4, Colorado Revised Statutes. The bidder shall in no event attempt to limit or disclaim any of such implied warranties under this Bid Proposal, and any attempt to do so will render the bidder's bid non-responsive under this Bid Proposal.	Y
L.	During the entire warranty period, if the unit requires transportation to a repair facility, the vendor/sub-vendors shall be responsible for all transportation at "NO COST" to the City and County of Denver. This includes transporting the unit back to the City's domicile location after repairs are complete. If an alternate is bid, charges to the City of Denver shall be listed (e.g. mileage, travel, labor, etc.). Even if an alternate is bid, in NO CIRCUMSTANCES will the City and County of Denver be responsible for transporting a unit greater than 25 miles from the center of Denver. For purposes of these warranty provisions, the center of Denver is defined as the City and County Building located on the corner of Colfax and Bannock Street.	No
M.	This warranty in Table 1 and Table 2, is IN ADDITION to factory warranties on the vehicle and components	

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued Request for Proposal # 10883A
 Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

5.2 **Fleet Defects**

Fleet Defects (Table 2)	
A.	Definition: If during the warranty period, thirty percent (30%) of the total number of units delivered have the same part(s) and/or components failure requiring replacement and/or modifications, caused by defects in Design, Testing, Material, and/or Workmanship, then this "Fleet Defect Clause" goes into effect.
B.	Remedy: Following notification of a Fleet Defect, the vendor shall develop and implement a plan that either reengineers, modifies, or replaces the defective parts/ systems, such that the identified problem is cured and the operation of the vehicle/equipment is not altered. When alterations are required to cure the defect, those alterations that change or modify the original bid specifications must be approved by the City and County of Denver prior to execution. The vendor will pay for all necessary labor and materials to repair, modify, and/or "update" all vehicles/units in this group. The vendor shall also propose a work schedule that is mutually agreed upon by the City of Denver that corrects the fleet deficiency within 30 days or a mutual agreed upon schedule.
C.	Exceptions: Fleet defects will not apply to minor aftermarket accessories specified by the City of Denver and installed per instructions/specifications. Examples include: toolboxes, spotlights, bed-liners, etc.
D.	Mitigation: Should the vendor become non responsive to the City's notification of a Fleet Defect, the City may employ several options. (1) After notifying the vendor in writing of The City's intent to mitigate its circumstances, the City may 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.
E.	Outside Metro-Denver: Vendor will pay for all transportation costs if unit(s) must be sent out of the Denver area for repairs. The City and County of Denver reserves the right to inspect unit(s) before returning back to Denver. The City and County of Denver also reserves the right to send at least one employee, without cost to the City, to inspect the repair(s) before unit is released back to the City.
F.	Expired Warranties: Units that have mutually agreed upon warranty defects during the warranty period will continue to be repaired until completed. If an on-going remedy continues past the warranty date the repairs will continue under warranty until completed or cease at a time agreed upon by the vendor and City and County of Denver.

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

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

5.3 Warranty Options

		WARRANTY Options (Table 3)					
	Cost of Extended Warranties	Please indicate in the columns below the additional cost of an extended warranty for all applicable components listed in the left hand column.					
		Inc = Included		N/A = Not available			
		Four Years	Five Years		Comments		
A.	Frame/Body	Inc	Inc				
B.	Engine	Inc	Inc				
C.	Drive Train	Inc	Inc				
D.	Suspension	N/A	N/A				
E.	Hydraulics	N/A	N/A		Transmission Only		
F.	a. Pumps	N/A	N/A				
G.	b. Motors	N/A	N/A				
H.	c. Tanks	N/A	N/A				
I.	d. Valves	N/A	N/A				
J.	e. Controls	N/A	N/A				
K.	Electrical Components	N/A	N/A				
L.	Automatic Lube System	3 Year Parts only with LubeCore Grease					
M.	Notes:	All above Items Parts only no Labor no wear parts Included, abuse will NOT be covered (please read warranty statement) (less LubeCore)					
		\$19,850	\$29,300				

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

Sweeper: Dealership Name: Hardline Equipment Telephone #: 303-288-8989
 Street Address: 7550 Dahlia St City: Commerce City

Sundries: Dealership Name: _____ Telephone #: _____
 Street Address: _____ City: _____

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued

Request for Proposal # 10883A

Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

6.0 Sweepers and other-Road Equipment Delivery Documentation: i.e.

Delivery Documentation (Below GVWR 6,000-Lbs)	
A.	Vehicles ordered under this specification shall be complete and delivered to CITY AND COUNTY OF DENVER, Fleet Management Division. All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, 5440 Roslyn St. Building C.
B.	<p>Vendor shall supply at acceptance and delivery of vehicle.</p> <ol style="list-style-type: none"> 1. Bill of Sale (aka invoice, buyers order) 2. Original MSO (Manufacturers Statement of Origin) 3. Application for Title and/or Registration, Colorado Dept of Revenue form DR2395 (02-22-11) 4. Verification of Vehicle Identification Number (VIN), Colorado Dept. of Revenue form DR2087. 5. Standard Sales Tax Receipt. 6. Original weight slip. 7. Temporary License Plate. 8. New Equipment Check-in Form/ Vendor Supplied Information on the Vehicle. Form provided by Fleet contact Dolores @ 720.865.3903 9. Copy of City Purchase Order. 10. All Keys ordered for the equipment and extra equipment i.e. toolboxes etc. 11. All Manuals repair, parts, owners and/or CD's/DVD's etc 12. Vehicle Warranty information and receipt for optional warranty. 13. Receipts and Warranty information for vendor Installed/supplied components (lift gates, snowplows, lighting equipment etc)
C.	<p>Delivery: Monday through Friday between 8:00 am and 1:00 pm. Location: CITY AND COUNTY OF DENVER Fleet Management 5440 Roslyn St. Building C Denver, CO 80216 Contact person to coordinate delivery: Charlie Pletcher at (720) 865-3900.</p>

Reference Nos:

CCD EXHIBIT B - MPO # 10883A0117 - Continued Request for Proposal # 10883A
 Strategic Long-Term Street Sweeper Procurement with Service & Parts Considerations

7.0 Vehicle Delivery

7.1 Delivery of Complete Sweeper to City and County of Denver

PROVIDE NUMBER OF DAYS REQUIRED FOR DELIVERY OF COMPLETE SWEEPER

120-150 Days

8.0 Complete Vehicle Cost

<p>Include:</p> <ul style="list-style-type: none"> ○ All of Sections 2.1 – 2.7 <ul style="list-style-type: none"> ● 2.1: Basic Vehicle ● 2.2: Engine and Drivetrain ● 2.3: Tires and Wheels ● 2.4: Electrical System ● 2.5: Interior ● 2.6: Exterior ● 2.7: Street Sweeping Equipment <p>Do Not Include:</p> <ul style="list-style-type: none"> ○ Optional Equipment – Section 3.0 ○ Manual Cost (s) – Section 4.0 ○ Operator and Mechanics Training – Section 4.1 ○ Warranty Cost (s) – Section 5.3 	<p>Authorized Signature:</p> <p><i>Troy Schuller</i></p>	<p>TOTAL COST</p> <p>\$ <u>\$235,000.00</u></p>
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Individual unit price listed at \$235,000.00. Discount for current need in 2017 for fifteen (15) units have a discounted unit price of \$219,9950.00 when purchases of six (6) or more units are bought simultaneously. Discount percentage rate shall apply for all purchases of six (6) or more units for the term of this agreement.

Reference Nos:



7550 Dahlia St
Commerce City, CO 80022
303.288.8989

CCD EXHIBIT C
MPO # 10883A0117

RFP # 10883A Exception Letter

3-15-2017

Mr. Utterback

Please note that late 2018 Dulevo International has informed Hardline Equipment that they will begin installing a Tier IV final motor on the Dulevo 6000 High Dump Street sweeper resulting in a price increase to the City and County of Denver of \$10,860.00 per unit.

Sincerely,

Troy Schuller



CCD EXHIBIT D

MPO # 10883A0117

Denver Bid Variances

2.1 -A - 2 = EPA PM 10 Compliant (NOT Certified in USA)

2.1 - A - 3 = EPA PM 5 Compliant (NOT Certified in USA)

2.1 - A - 3 = EPA PM 2.5 Compliant (NOT Certified in USA)

2.1-F-3 = Depending on where controls are set the water system offers a variable time of 1-3 hours (optimal sweeping conditions allow for 3 hours of operation)

2.2-H-5 = Parking brake is mechanically applied and hydraulically operated

2.4-B-2 = Batteries are "Low Maintenance"

2.4-C-5 = Back up lights are not grommet mounted and are not Federal Signal Brand

2.4-C-6 = The Dulevo 6000 has no marker lights

2.4-E-2 = Not auto resetting - uses fuses

~~2.4-F-1 = Back up alarm is not Federal Signal brand~~

2.4.F.1 - Backup Alarm has been agreed to be Ecco Brand for all Dulevo brand Sweepers by both parties.

2.5-D-3 = Windshield size is roughly 6' Wide x 3'8" Tall

2.5-D-3 = Door glass size is roughly 3'4" Wide x 4'9" Tall

2.6-A-2 = Plastic not stainless steel

2.7-B-6 = The broom down pressure is mechanically adjusted not hydraulically

2.7-F-4 = The hopper is capable of a variable dump capacity from 4,960 – 8,000 lbs, however if the unit will need to high dump it will only allow up to 4,960 lbs, otherwise unit will be able to just dump at any of the specified weights.

2.7-F-5 = This cycle time was done with hydraulic oil temp at 86 degrees F.

4.0-Parts Manual – 2 = Parts manual is only available on CD-Rom

5.1-B = Parts and Labor will only be warranted against warrantable items not abuse or mis-use by the City / Operator.

5.1-E = Dealer installed non factory items that will be installed by Hardline Equipment will be the Lubecore autolube system, the rubber bumpers mounted on the rear of the machine, the “Danger Keep back 50” signage, “slow moving vehicle”, and Conspicuity Tape.

~~5.1-G – Hardline Equipment or Dulevo cannot guarantee 24 hour parts under warranty – if we have the part in stock yes, if we have to order the part it will be a minimum of 48-72 hours.~~

5.1.G Has been removed from Exhibit D because it has been addressed and agreed upon by both parties as part of Exhibit A, Section A.7, subsection 4 iv - ix.

5.1-L = Hardline facility address is 7550 Dahlia St, Commerce City, CO 80022 which falls within the 25 mile radius and at this time we can only allow the City to bring units to our facility for warranty and also pick up the unit from our facility.