Item:  CAB & CHASSIS CLASS 8 TRUCKS

Vendor:  91491CD  Warner Truck Center
         2240 South 5370 West
         Salt Lake City, UT  84120

Internet Homepage:  www.warnertc.com

General and Reports:  Jeb Berg
Telephone:  (801) 978-8068
Cell Phone:  (801) 643-9920
Fax number:  (801) 428-6397
Email address:  jberg@warnertc.com

Brand/trade name:  Freightliner

Price:  $106,059.00  See Part IV Pricing

Terms:  Net 30 Days
Effective dates:  02/09/2015 through 02/10/2020
Potential Renewal Options:  1 Year
Days required for delivery:  90 Days
Price guarantee period:  1 Year
Minimum Order:  1

Please note new Pricing.
Solicitation #:  LC15049
The administrative fee for this contract is 0.50% and is already included in the contract price.

Multiple Award Contracts:  MA606, and MA1875

This contract covers only those procurement items listed. When placing orders, make sure to identify your organization as a government entity and provide the contract number. It is the responsibility of the ordering agency to ensure that the vendor is given the correct delivery and billing address. Agencies should return to the vendor any invoice which reflects incorrect pricing. Other items ordered that are not listed on the contract must be invoiced separately.

State agencies are to place orders directly with the vendor creating a PRC in Finet.

This contract information sheet is subject to change. State Purchasing doesn’t recommend that you print a copy due to the potential to change. Always view contract information online at www.purchasing.utah.gov
Please contact the Purchasing Agent listed above if you have questions or concerns.

PUBLICATION
State of Utah through the Utah Division of Purchasing and General Services is seeking to develop a State Cooperative five (5) year contract, for the purchase of Class Eight (8) trucks. This specification is a product of the State of Utah, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity. This bid may result in a multiple vendor award according to manufacturer, if it is deemed in the best interested of the STATE.

The successful bidder can modify chassis to meet the needs of city and government agencies based on percentage of discount off retail price pages. (Please note pricing and catalog data.)

PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.

2. Supplier shall submit, with the bid to Sciquest, the latest detailed specifications for the equipment offered. Supplier should submit the latest literature for informational purposes only. Should you need assistance from SciQuest, contact SciQuest 1 800-233-1121.

3. Upon delivery, unit shall be completely assembled and adjusted. All equipment, including standard and supplement equipment, shall be installed, and the unit shall be serviced and ready for continuous operations.

4. All parts not specifically mentioned, but are necessary for the unit to be complete for operation or are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality, and workmanship to accepted standards of the industry.

5. The unit provided shall meet or exceed all the Federal and State of Utah safety, health, lighting, and noise regulations and standards in effect, and which are applicable to equipment furnished at the time of acceptance.

6. It is the intent of the STATE to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

7. STATE, encourages all manufactures to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.

8. Required measurements standard will be given in English units or the industry's standard units.

9. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.
10. Requests for exception(s) to this bid must be submitted through questions and answers on SciQuest any addenda will be issued through SciQuest. **Exceptions shall not be granted to requests made after the question and answer deadline.**

11. Successful bidder to include provisions for pre-build conference at UDOT headquarters (4501 South 2700 West, Salt Lake City, Utah 84119.)

12. Pilot Review inspection for Two (2) State representatives to visit factory for inspection when first unit is 80 percent complete. Travel arrangements and accommodations to be included in bid.

**PART II: GENERAL SPECIFICATIONS**

1. **SCOPE:**
   This specification describes a tandem-axle diesel-powered cab and chassis for use by STATE and other agencies (referred hereafter as the **truck**). Utilized for snow removal operations on and off highways and to haul processed materials, rocks, debris, earth, pull trailers, and material spreader (salt) equipment. Truck specified gross vehicle weight rating (GVWR) requirements, on highway, at speeds up to 75 miles per hour (MPH) and off highway under conditions imposing more server frame stresses without experiencing failure or permanent sets in the truck frame or any component of the unit. The chassis shall be suitable for mounting dump body, a front mounted heavy displacement plow, and a side mounted wing plow. All specified components shall be original equipment manufacturer (OEM), factory installed, when offered by the vehicle manufacturer. Aftermarket components are subject to STATE approval. Unit(s) furnished to this specification shall meet or exceed all requirements.

2. **NOTICE TO BIDDERS:**
   Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will be rejected. The combination of the characteristics of products cited shall be the minimum standard of quality for this bid. Products which meet the minimum standard and which are in other ways substantially equivalent to those designated will be considered for award.

3. **WARRANTY:**
   The equipment shall be warranted against all defects in material and workmanship for a period of not less than 12 months. If manufacturer’s standard warranty period exceeds 12 months, then the standard warranty period shall be in effect. Warranty period shall start after equipment has been installed. UDOT shall provide the in-service date to the manufacturer. Basic warranty shall include agreement to allow all UDOT shops to be approved to complete in-house warranty repairs at UDOT maintenance shops. The warranty shall include nothing less than parts, labor reimbursement and repetitive problems, reasonable road travel cost reimbursement. If the manufacturer’s standard warranty includes any additional coverage not mentioned under these requirements, the standard warranty along with requirements shall be in effect.

*Bid response  Comply YES  Approved Exceptions NONE*

*Bid response  Basic Warranty period 12 MONTHS*
PART III, DETAILED SPECIFICATIONS

1. CHASSIS:
   1.1. Chassis, components, and accessories (including after-market or non-OEM upgrades) shall comply with all applicable Technology and Maintenance Council (TMC) recommended practices.
   1.2. Tandem-axle diesel-powered cab and chassis, minimum 60,000 pounds GVWR.
   1.3. Wheel base to be 191 inches minimum.
   1.4. Cab to center line of tandem dimension (CT) shall be 127 inches minimum.
   1.5. 19 inches minimum of front frame extension to allow plow hitch installation. (continuous parent rail).
   1.6. Axle to frame (AF) 50 inch approximately.
   1.7. Front axle shall be set forward to approximately 30 inches.
   1.8. Frame shall be minimum 20.93 Section Modulus with 2,511,600 RBM minimum with yield strength-120,000 PSI. single parent rail.
   1.9. Omit rear frame end cross member. (To be removed by body builder when installing buck plate)
   1.10. To have 12-each, 25/32” holes punched in each frame rail per UDOT pattern for snow plow hitch.
   1.11. **To have Single Parent Rails (no double frame in any part of the frame rail) and no bolt on extensions. Front frame extensions shall be continuous parent rail.**

Bid response  Comply  YES  Exceptions  NONE

2. DRIVE-TRAIN COMPONENTS:
   2.1. Engine shall be electronically controlled diesel, in-line 6 cylinder, wet sleeve, turbo charged, after cooled (air to air) with speed control.
   2.2. Engine shall have 450 Gross horse power (HP) with 1650 foot pounds gross torque minimum.
   2.3. Engine shall be manufactured by and branded as a product of Cummins, Detroit, International, Paccar or Mack. Only engines from these manufactures are acceptable. Engine repairs shall be available at any facility authorized as a repair provider by the applicable engine manufactures.
      2.3.1  Engine and transmission oil- system shall include replaceable filter(s).
      2.3.2  Engine and Fuel filters to be spin-on design or drop in cartridge type.
      2.3.3  Fuel filtration system shall be a DAVCO 352 (FLUID HTD) Fuel Heater/Water separator W/ Vendor primary and secondary fuel filter as a minimum.
      2.3.4  Air filter to be a heavy duty, single element dry type with inside/outside air selector. Elements must be readily available through dealer and outside vendors or equal.
      2.3.5  One complete set of replacement filters for each unit delivered
      2.3.6  Shall include Horton DM 2 Advantage fan drive. (to be discussed at paper pilot) with dash mounted switch.
      2.3.7  Front crankshaft to have adapter to accept 1350 drive shaft. To have clearance for front P.T.O. shaft.
      2.3.8  Shall have manufacturer exhaust after-treatment, exhaust after treatment system diesel particulate filter ceramic passive regeneration system. DPF smart switch, vertical exhaust cab mounted bright finished stack and turned end.
      2.3.9  To have 120 volt, 1500 watt block heater cab mounted, covered receptacle on left side under cab door.
      2.3.10 Alternator to be 160 amp minimum 12- Volt brushless Lxee-Neville.
      2.3.11 Batteries to be three (3), group 31’s, to produce 3300 CCA minimum. Battery box mounting to be discussed at paper pilot review.
         2.3.11.1  To have remote jump start battery terminals (to be determined at paper pilot).
         2.3.11.2  All battery cable connections to be sealed tight.
      2.3.12 Engine equipped with factory installed and warranted compression type engine brake with 2 or 3 step control.
      2.3.13 Electrical module, remote power module (RPM) and all computer processor units (CPU’s), including transmission (ECU) shall be mounted inside the cab. The ECM, ABS and
DPF **CAN** be mounted **outside** the cab. Only this configuration will be acceptable.

2.3.14  **Cooling System:** All coolant hose’s (including-heater) to be premium hose with constant
torque stainless steel clamps. Hose type-Gates Blue Strip Premium rubber or equal.

2.3.14.1  **Cooling system to be extended life and shall be manufacturer’s requirements and**
provide sufficient cooling for operation at full load from elevations 2,000 to 10,000
FASL minimum.

2.3.14.2  **To have cooling system surge tank, and coolant filter. Cooling system to be**
protected to –34 degrees F minimum.

2.3.14.3  **To have 5/16 inch or smaller mesh heavy-duty radiator rock guard screen.**

2.3.14.3.1  **Oil pan shall be corrosion resistant.**

2.3.14.3.2  **Shall have in cab air line for cab cleanout.**

2.4  **Air Compressor shall be Meritor 18.7 CFM minimum.**

*Bid response  Comply YES  Exceptions 2.3.6 BORG WARNER FAN DRIVE*

3.  **TRANSMISSION**

3.1  **Shall be Allison 4500 RDS 6 speed with latest generation controls.**

3.2  **To including oil level sensor, PTO, and Prognostic (diagnostic parameters designed to**
maximize fluid and filter utilization).

3.3  **To have Synthetic oil.**

3.4  **Transmission electrical control unit (ECU) shall be mounted inside the cab.**

3.5  **Oil pan shall be corrosion resistant.**

3.6  **Shall have stainless steel lines to transmission cooler.**

*Bid response  Comply YES  Exceptions NONE*

4.  **FRONT AXLE:**

4.1  **Shall be a Meritor MSF or Mack FXL wide pivot 20,000 lb. minimum capacity.**

4.2  **To be set forward axle of manufactures design.**

4.3  **Front oil seal caps to be permanently sealed with no maintenance required preferred or Stemco part # 348-4009.**

4.4  **Shock absorbers to be double action hydraulic or equal.**

4.5  **Shall have parabolic taper front leaf spring 20,000 lbs minimum.**

4.6  **Shall include synthetic oil.**

*Bid response  Comply YES  Exceptions NONE*

5.  **REAR AXLE:**

5.1  **Shall be full tandem design with 40,000 lb. minimum capacity.**

5.2  **Shall be Meritor MT-40-14X4D Series.**

5.3  **Ratio to match transmission and give top road speed of 75 MPH.**

5.4  **To have interlock-axle differential with air operated lockout and side lock on both axles with lockout**
warning lights.

5.5  **Rear axle shall be geared for application.**

*Bid response  Comply YES  Exceptions NONE*

6.  **SUSPENSION:**

6.1  **Shall be Hendrickson HMX 54” or Mack M-ride or Tuf-Trac 40,000 lb. 2-stage suspension.**

6.2  **40,000 lb. capacity minimum with transverse control rods and shock absorber’s on both axles.**

*Bid response  Comply YES  Exceptions NONE*
7. **BRAKES:**
   7.1. Front Brakes shall be 16-1/2 x 6 Meritor Q+ cast spider cam front brakes double anchor front.
   7.2. Rear 16-1/2 x 7 Meritor Q+ cast spider cam rear brakes double anchor rear.
   7.3. To have 4 channel Bendix or Meritor anti-lock brake system.
   7.4. Double or Triple aluminum air receiver tank with manual tank drain valves if accessible or cables to drain tanks as specified by the Federal Motor Carrier Safety Association (FMCSA).
      7.4.1. Tanks shall be appropriate for the application comply with all Federal and State Safety Standards.
   7.5. Make/Model air dryer- BW AD-IP air dryer with heater or Meritor-Wabco System saver 1200P with coalescing oil filter with pressure control valve installed on left, behind cab, outside frame.
   7.6. Shall have Meritor or Haldex automatic slack adjusters.
   7.7. Parking Brake shall be a type 3030 air pots on both axles, to include brake dust shields.
   7.8. Rear Brake chambers shall be Anchorlock LIFE-SEAL Long stroke, or MGM TR-TS.
   7.9. Trailer Brake(s) to have air service to rear of frame with hand controls in cab.
   7.10. Seven (7) conductor trailer connectors shall be included at end of frame. For a two light system, stop, turn, tail, acc, and ground. Wired in accordance with the American Truck Association’s Maintenance Council recommended practice (RP) 107B. Each wire shall be labeled or a wiring schematic be furnished to indicates each wire’s function.

**Bid response**  Comply **YES**  Exceptions **NONE**

8. **TIRES:**
   8.1. Tires furnished shall be appropriate for the applications described and be of high quality radial design, materials, and workmanship. Tires shall meet Uniform Tire Quality Grading Standards (UTGQ), with UTGQ grades stamped on the sidewall. Tires shall also comply with all US DOT Tire Safety Standards, with federal DOT markings stamped on the sidewall.
   8.2. Tires rear to be tubeless Michelin 11R22.5 16 H XDE M/S (traction) with 14-ply load range G minimum. Having aggressive tread design.
   8.3. Tires front to be tubeless Michelin 315/80R22.5 20L x XZUS2 with load range L minimum. Having highway tread design.

**Bid response**  Comply **YES**  Exceptions **NONE**

9. **WHEELS:**
   9.1. Shall be 10 holes, hub piloted, drop center.
   9.2. Rear wheels to be Accuride, 8.25 x 22.5 (#28487) or equal with 20,000 lbs capacity minimum.
   9.3. Front wheels to be Accuride, 9X 22.5 with a 10,000 lb capacity minimum.
   9.4. All wheels to include wheel liners.

**Bid response**  Comply **YES**  Exceptions **NONE**

10. **ACCESSORIES:**
   10.1. **Steering System**, shall have a dual gear power steering system to accommodate manufactures 20,000 lb axle.
   10.2. **Fuel Tank**, shall have single 100 gallon preferred capacity fuel tank, aluminum tank, with integral step, mounted on the left side. To have aluminum safety tread steps, Bustin with fall through design on left and right sides. To be mounted so that lowest step is not more than 24 inches above ground. Top step to be full length of tank. To have two or three fuel tank mounting brackets with stainless steel straps.
   10.3. **Split bumper**, to be mounted and braced in normal position, (at start or rear of frame extension.)
   10.4. **Radio frequency**, (RF) interference suppression shall be provided, for use with land mobile radio transceivers, which will be installed after vehicle delivery. These transceivers will operate in both VHF
June 23, 2017

high band (150 to 174 MHz) or 800 MHz band (780 to 8200 MHz). Antennas will be mounted on the vehicle. All vehicle electronic circuits including, but not limited to, ignition, AM/FM radio receivers, computers, emission controls, etc. shall be designed to suppress, bypass, or otherwise prevent interference from affecting the radio transceiver. In addition, the vehicle’s electronic equipment shall also be unaffected by RF energy generated and radiated by the (up to 125 watt output) transmitter portion of installed transceivers. When delivered by the vendor, the vehicle and all equipment and components mounted to the chassis shall comply with the above requirements.

Bid response  Comply YES  Exceptions NONE

11. CAB:
11.1. To be air ride design.
11.2. Cab interior shall accommodate 12” X 12” X 12” console for air/electrical over hydraulic system console between seats without interfering with shifter movement.
11.3. To have rear cab window.
11.4. Full tilting hood with all heavy-duty options.
11.5. High output, fresh air cab heater rated at 40,000 BTU, with windshield defrosters.
11.6. Factory installed R134A air conditioning.
11.7. Tilting and telescoping steering column with 18”steering wheel, self canceling signal switch on column.
11.8. AM/FM, CD radio with weather-band, dash mounted with four (4) interior speakers. Shall include split antenna for CB radio and shall include blue tooth with an auxiliary input and radio off when truck is in reverse.
11.9. To include a right hand dash wing angled, ergonomically-designed electronic dashboard. All frequently used controls are within easy reach.
11.10. Left and right side electric powered windows.
11.11. Left and right power door locks.
11.12. All pedals including clutch and brake to be firewall mounted. Floor mounted not acceptable.
11.13. To have glass tinted and dual 2-way interior sun visors.
11.14. To have intermittent, electric windshield wipers with heavy duty, multi speed motor and winter type blades and electric windshield washers.
11.15. Windshield washer container to be 1.3 gallons minimum mounted outside cab with easy access fill point without lifting the hood. (to be discussed at paper pilot).
11.16. Interior dome light with reading lights.
11.17. Stationary painted or bright aluminum or chrome grill.
11.18. Heavy duty dark plastic bug deflector, which conforms to hood shape.
11.19. To have heavy duty inner fender liner extending to below center point of frame and from firewall to radiator to protect engine accessories and radiator from rocks and debris thrown from the front tires.
11.20. The cab interior noise level shall not exceed (76) dba when measured in accordance with SAE J336:

DBA Provided  70.9 db

11.21. Manufacturer’s Dual, West Coast style 2-way power heated rear view mirrors with heavy-duty bright finish bracing or equal.
   11.21.1. Auxiliary 8-inch or 7.9 inch rectangular heated convex stainless steel mirrors.
   11.21.2. Heated stainless steel, 10-inch convex mirror’s for left and right, mounted on front fender’s with heavy-duty stainless steel bracing. (to be discussed at paper pilot).
11.22. Grab handles both sides outside on cab.
11.23. Air horn mounted under cab or hood protected location, or on top with snow shield.
11.24. To have back-up alarm, (Preco 1040 or approved equal).
11.25. To have a Body builder junction box inside cab that is weather packed, location to be determined at paper pilot.
11.27. Fender mounted turn signals on both side minimum.
11.28. Seven additional illuminated switches mounted in dash labeled, to control auxiliary lights and accessories. Labeling will be specified with the order. Switches to be ignition feed relay controlled with 20 amp breaker protection. Wired to a stud type junction box inside rear of cab, or multiplex module acceptable.

11.29. Units to be keyed alike.

11.30. Shall be an Atlas 80(or equal) shall include armrest on driver’s right hand side, with three-point seat belt. To have (4) stage lumbar, upper cushion, side bolster, and lower cushion side bolsters. Drivers seat to be mounted to provide maximum available space between steering wheel and seat when seat is in rearmost position. To have 8 inch minimum seat travel.

11.31. Stainless steel quarter fenders with 10” of plastic extension on top mounted forward of rear axles.

11.32. Standard tool box on right side under seat, lift up seat cushion and three point seat belt. Seat to be dark colored heavy-duty cloth covered.

Bid response  Comply NO  Exceptions 11.8 TWO SPEAKERS

12. INSTRUMENTS TO INCLUDED:
12.1. Voltmeter, fuel gauge, coolant temperature gauge, engine oil pressure gauge, hour meter, tachometer, engine oil temperature gauge, transmission temperature gauge, speedometer, and locking air filter restriction gauge.

12.2. To have inner-axle warning light.

12.3. To have warning lights and buzzer for low air pressure, low-level coolant temperature and low engine oil pressure.

12.4. All instruments to be dash mounted.

12.5. Shall include HD chassis power wiring harness.

Bid response  Comply YES  Exceptions NONE

13. PAINT:
13.1. Complete unit to be painted urethane DuPont No 82. (or equal)

13.2. Powder coat or paint for all wheels and bumper to match color of cab.

13.3. No chrome or aluminum to be painted.

13.4. Make and model emblems allowed but all other advertising to be omitted.

13.5. Frames shall be painted black.

Bid response  Comply YES  Exceptions NONE
PART IV - PRICING

1. Price Guarantee:

1.1 All pricing must be guaranteed for one year including the purchase price, option prices, and parts discount.

1.2 Bid will be awarded based on the purchase price and options. This bid could result in multiple awards as to be deemed what is in the best interested of the STATE.

2. Purchase Price:

2.1 Please list the purchase price for the following to include one complete set of extra filters. (See Part VII, Item 1.6):

**Cab & Chassis as described in this invitation for bid specification $106,059.00**

2.2 The vendor can modify chassis to meet the needs of other government agencies, based on percentage of discount off retail price pages (Parts related to this contract only).

**LIST PERCENT OF DISCOUNT: % 40.0%**

2.3 The percentage discount off of published price for parts, consumables, and wear items associated with the Cab and Chassis being offered: **29 % discount**.

2.4 State the name of published price pages and effective date:

**DAIMLER SPECPRO DATA VERSION PRL-09D.023**

2.5 Labor rates for services associated with the Cab and Chassis being offered for the duration of the contract:

**$98.00 All Accept Engine: $110.0 for Engine work Per Hour**

NOTE: The successful bidder can modify chassis to meet the needs of city and government agencies based on percentage of discount off retail price pages. (please note pricing and catalog data.)

PART V –OPTIONS:

1. Options:

1.1 Transmission/Clutch:

1.2 Eaton Fuller Model RTLO 16913A

1.3 Transmission shall be applicable for the torque application of engine meeting the performance requirements of this invitation to bid.

1.4 Road speed sensor shall be 2 each style, single sensors with single output.

1.5 To have 15-1/2” dampened ceramic 2-plate four button 7-spring low rate, easy pedal clutch with 2-piece clutch brake and with allen head screws and zerk fitting with extension hose to clutch release bearing.
June 23, 2017

1.6  Clutch shall be manufacture torque capacity of 1650 lbs minimum.

    Deduct Price $9,428.00

1.7  Allison Transmission to have with 5 years unlimited miles warranty.

    Option Price $786.00

2.  CB radio (in overhead console preferred) with antennas.

    Option Price $275.00

3.  Upgrade “premium” interior, to include manufacturers highest quality premium package to exclude carpeted floor.

    Option Price $ INCLUDED

5.  Extended Engine Warranty

5.1  Extended Engine Warranty Price - Including injectors, turbo, water pump (2 year/ 200,000 miles)

    Option Price $ INCLUDED (STANDARD WARRANTY)

5.2  Extended Engine Warranty Price - Including injectors, turbo, water pump (5 year/ 200,000 miles)

    Option Price $2,330.00

6.  Pusher Lift Axle

6.1  To be Hendrickson self- steering lift axle, Pre Plumbed 13,200 lb. capacity. Part # 
SCT13B04XBAX1P 10.5” in. axle lift, 13.5” in. Axle travel, 9-18” in. Ride height, lightweight 944#s. 
Air kit includes part # HENHAC-SSI. Air tank included.

6.2  To have permanently sealed with no maintenance required preferred or Stemco aluminum wet type 
hubcaps and CR Scott-seal oil seals.

6.3  Axle positioned 48” ahead of forward drive axle. In cab electronic control to raise and lower lift axle 
with air pressure gauge and regulator valve positioned outside of cab in convenient position.

6.4  Axle to be equipped with 15” x 4” Q plus brakes with double anchor fabricated brake shoes and Haldex 
long-stroke service brake chambers and Meritor automatic slack adjusters.

6.5  Lift axle to increased air reservoir capacity for the additional brakes.

6.6  To include 2-255/80R22.5 14 ply tires to match brand of tires on chassis and 22.5 x 8.25 steel disc 
wheels. (Michelin tires)

6.7  Mounting height to this axle to be a minimum of 16” above ground for optimum ground clearance. (or 
equal)

    Option Price $6,147.00

7.  The cross member that supports the side wing plow shall be strong enough to withstand the extra weight of the 
wing plow.

    Option Price $475.00

8.  Additional leaf spring, or overload cushions on right or left side as needed for wing(s) plow.

    Option Price $324.00
9. Headlights:
   9.1 Auxiliary high/low beam headlights, with turn signal, (Arrow Safety Device part # 779-03-132 plow
       lights and PIAA 5263 fog lights) mounted on fender with stainless steel brackets.
   9.2 The center of lamp at 72” minimum and approximately 80 inches above ground.
   9.3 Headlights and fog lights wiring to be protected “SO” type wire with weather pack type connectors.
   9.4 Mounting brackets and lights to be approved before manufacturing.

   Option Price $878.00

10. Speaker Deduct Option: AM/FM, CD radio with weather-band, dash mounted with two (2) interior speakers.
    Shall include split antenna for CB radio and shall include blue tooth with an auxiliary input and radio off when
    truck is in reverse

   Deduct Price $ INCLUDED

11. Driver Seat Deduct Option: Driver’s seat shall include armrest on driver’s right hand side, with three-point seat
    belt. To have (3) stage lumbar, upper cushion, side bolster, and lower cushion side bolsters. Driver’s seat to be
    mounted to provide maximum available space between steering wheel and seat when seat is in rearmost position.
    To have 8 inch minimum seat travel.

   Deduct Price $110.00

PART VI – PARTS

1. The Bidder and/or with the manufacturer of the equipment furnished shall have an authorized dealer within the
   state of Utah.
2. The authorized dealer shall have factory-trained personnel available for authorizing of warranty repairs.
3. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts.
   Consideration will not be given to bidders unable to satisfy to the State as to the adequacy of their parts network
   for the availability of replacement parts.

PART VII: DELIVERY, PILOT REVIEW, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. PILOT REVIEW
   1.1. Paper pilot review will be conducted prior to award with all compliant bidders. To be located at UDOT
       Equipment Operations conference room. TBA
   1.2. Expenses for two U.D.O.T. representatives to review the pilot will be paid by the successful bidder or
       manufacturer.

2. DELIVERY REQUIREMENTS
   2.1. 120 Days after receipt of the purchase order from the ordering entity.
   2.2. If the units are not completed and delivered according to the Delivery Requirements, a mandatory 1% decrease
       will be deducted from the price of each unit for each week the unit is not completed and delivered. The State may
       grant extensions should unforeseeable circumstances occur. Extensions shall be at the sole discretion of the State,
       and determined based upon the best interests of the State. The Contractor must reflect this deduction on invoices
       submitted for payment.
   2.3. Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building.
2.4. Delivery will be at the STATE headquarters in Salt Lake City, Utah.

UDOT Prep Shop
4501 S 2700 W
Salt Lake City, Utah 84119

2.5. Any reference to the manufacturer terms and conditions, such as F.O.B. shipping point, minimum order amounts of quantity, or prices subject to changes, will not be part of any contract with the successful bidders and will be disregarded by the State.

2.6. One (1) complete set of replacement filters for all filters on truck.

3. TRAINING

3.1. INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.

3.2. Two training class be held annual – Truck formalization (Feb. or March) for the length of contact at two locations.
Salt Lake City, Utah -4501 South 2700 West.
Richfield, Utah 708 South 100 West.

3.3. To provide to included the following.
- Operating procedures per operating manual.
- Preventive maintenance.
- Equipment limitations.
- Operator maintenance.
- Before operations checks and lubrication.
- Safety.
- Welding on equipment.
- Transporting non-operational use.
- Controls.
- Equipment operation, Do’s and Don’t.
- Hazardous situations.

3.4. LESSON PLAN: The supplier shall furnish a copy of the manufacturer’s approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator’s manual, provided all necessary information is included.

4. DOCUMENTATION

4.1. Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator’s Manual for each unit.
4.2. Delivery must also include one complete sets of parts lists and operation manuals or website that can be accessible from different locations throughout the state for each unit at no additional charge.

5. ACCEPTANCE

5.1. All equipment ordered with this request will be subject to acceptance inspection and performance testing
upon receipt.

5.2. Acceptance inspection will not take more than five working days to determine compliance with specifications.

5.3. The vendor will be notified within the five working days of any units that do not comply with the purchase order specifications.

5.4. If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

6. **PAYMENT**

6.1. Invoices will not be approved for payment until all of the required spare parts, documentation and manuals have been received and the equipment has been accepted.

**PART VIII: SPECIAL TERMS AND CONDITIONS**

1. **Non-Collusion**
   By signing this proposal/contract the offeror certifies that the contract submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, suppliers, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

2. **Bid/Proposal Preparation Costs**
   The State is not liable for any costs incurred by the offeror in bid/proposal preparation.

3. **Quantity Estimates**
   UDOT does not guarantee to purchase any amount under this contract. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

4. **Assignment of Contract**
   The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from UDOT. Neither shall the provision of monies due under this contract be assignable without prior written approval from UDOT.

5. **No Third Party Beneficiaries**
   The parties enter into this contract for the sole benefit of the parties, in exclusion of any third party, and no third party is intended or created by the creation of this contract.

6. **Non-Compete Clause**
   The Contractor represents its officers and employees are free to contract with UDOT and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. Contractor must disclose to UDOT any possible conflicts in writing, before the contract is signed, and UDOT will evaluate whether to continue with contract execution. UDOT may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to UDOT. If UDOT elects to terminate a contract for this reason, UDOT will supersede paragraph # 13 in Attachment A – Standard Terms and Conditions and will not provide 60-day prior notice to the Contractor.
7. **Price Guarantee, Adjustments**
The contract pricing resulting from this contract will be guaranteed for 1-year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30-days prior to the effective date. Request for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. UDOT will be given the immediate benefit of any decrease in the market, or allowable discount.

8. **Contract Schedule, Delays and Extensions**
Completion of the contract in accordance with the schedule is the responsibility of the contractor. The contractor agrees to proceed with the performance of this contract continually and diligently in accordance with the agreed upon contract schedule and will make no charges or claims for extra compensation due to delays or hindrances within its control. Failure to comply with the contract schedule constitutes adequate justification for contract termination. UDOT may allow an extension of time beyond the agreed upon schedule, but by so doing does not waive any rights under the contract to secure full and complete contract performance.

9. **Invoicing**
Contractor shall submit invoices to ordering agency or the following for UDOT:

Utah Department of Transportation  
UDOT Equipment Operations  
4501 S 2700 W Box 145730  
Salt Lake City, UT 84114

The Purchase Order or Contract number shall appear on all invoices and correspondence. Billings must be itemized identifying clearly all products or services purchased. Invoices shall be submitted in a timely manner.

In the event UDOT is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. UDOT reserves the right to adjust incorrect invoices. UDOT will remit payment by mail or electronic commerce.

10. **Quality of Service**
Contractor represents to UDOT that it is experienced in and thoroughly familiar with all aspects of the services required. Contractor will keep UDOT advised as to all new technology used to perform the services hereunder. No changes in service provided by the Contractor under this Contract shall be made without UDOTs prior written approval.

11. **Responsibility for Wages**
Contractor is responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
12. **Inspections**
Goods furnished under this contract will be subject to inspection and test by UDOT at times and places determined by UDOT. If UDOT finds goods furnished to be incomplete or not in compliance with contract specifications, UDOT may reject the goods and require Contractor to correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods with a time deemed reasonable by UDOT, UDOT may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UDOT’s rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**PART IX: GENERAL INSURANCE REQUIREMENTS**

**Insurance Requirements**
Services to be provided by the Contractor under this contract are required to be covered by insurance. The Contractor shall furnish the Department a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the Department, before the Contractor begins work under this contract. The following insurance shall be maintained in force until all activities, which are required by this contract or as changed by contract modification are completed and accepted by UDOT. All documentation must be submitted to the contract administrator Wendy Kemp at 4501 South 2700 West, Box148260, Salt Lake City, UT 84119:

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the Utah Department of Transportation.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the UDOT of Utah and either:

   1. Currently rated A- or better by A.M. Best Company; and
   1A. The insurer must also have an A.M. Best Company financial size category rating of not less than VII.

   ---or---

   2. Listed in the United States Treasury Department’s current *Listing of Approved Department Circular 570*, as amended.

C. The Contractor shall furnish certificates of insurance, acceptable to the Utah Department of Transportation, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, the contractor shall require its subcontractor, at no cost to
the Utah Department of Transportation, to secure and maintain all minimum insurance coverages required of the contractor hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the Utah Department of Transportation, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the Utah Department of Transportation.

F. All required certificates and policies shall provide that coverage there under shall not be canceled or modified without providing 30 days prior written notice to the Utah Department of Transportation in a manner approved by the Assistant Attorney General for the Utah Department of Transportation.

PART X: REQUIRED INSURANCE POLICIES

The Contractor, all its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Worker’s compensation and employer’s liability insurance sufficient to cover all of the Contractor’s employees pursuant to Utah law. If covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
   1. Including Coverage B. Employer’s Liability
   2. $100,000 limit each accident
   3. $500,000 limit per disease-policy limit
   4. $100,000 limit per disease-each employee

This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide worker’s compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

The Utah Department of Transportation should not be an additional insured for workers’ compensation insurance.

B. Commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $3,000,000 general aggregate and $3,000,000 products and completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the Utah Department of Transportation, the contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the contractor’s operations under this Agreement, whether performed by the contractor themselves, and subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations.
FINET COMMODITY CODE(S): For Agency use only
07054000000 - TRUCKS, DIESEL (ALL CAPACITIES)
07047000000 - TRUCKS, CAB AND CHASSIS ONLY