

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
JULY 8, 2014 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Bid: Replacement 5-Ton Snow Plow Truck #274	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to approve the purchase of a replacement 2014 Mack GU532 5-ton snow plow truck from Pozzo Truck Center, Inc. of Gary, Indiana in the amount of \$182,334.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Exceptional Municipal Services*.

**FISCAL IMPACT**

The adopted FY14 budget includes \$220,000 in the Equipment Replacement Fund for the purchase of two one-ton trucks. These are being deferred to future years to use this available funding for a more urgent need.

**UPDATE & RECOMMENDATION**

This item was discussed at the July 1, 2014 Village Council meeting. In response to a question from Council, the current 5-ton dump truck was scheduled to be replaced in 2015. Staff recommends approval on the July 8, 2014 Consent Agenda.

**BACKGROUND**

The 2014 Fleet Replacement Plan includes the replacement of two 1-ton dump trucks which are assigned to the Public Works Department. The Fleet Team reviewed the condition and use of these trucks and recommended that vehicle #274, a 1996 Ford LN8000 5-ton dump truck, be replaced this year and the replacement of the two smaller trucks be deferred.

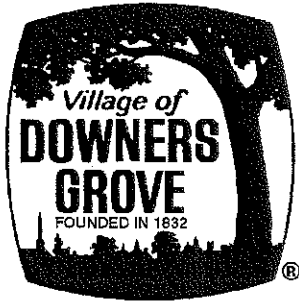
A Call for Bids was published in accordance with established Village policy. Four (4) bids were received on June 6, 2014. A summary of the bids is as follows:

<b>Vendor</b>	<b>Make/Model</b>	<b>Price</b>	
JX Peterbilt, Bolingbrook, IL	Peterbilt 348	\$150,950	Not responsive
TransChicago Truck Group, Elmhurst, IL	Freightliner 108SD	\$179,000	Not responsive
Pozzo Truck Center, Inc., Gary, IN	Mack GU532	\$182,334	
Lindco Equipment Sales, Inc., Merrillville, IN	Mack GU532	\$183,741	

The two lowest bids were considered non-responsive. The bid from JX Peterbilt includes a lighter-duty chassis and powertrain than specified without the deicing equipment required in the specification. The second low bid from TransChicago Truck Group cannot meet the specified timeline for delivery and would not be here in time for the start of winter. The third low bid from Pozzo Truck Center meets all of the Village's specifications and will be delivered in time for the beginning of the winter season.

**ATTACHMENTS**

Contract Documents



## CALL FOR BIDS

- I Name of Company Bidding: POZZO TRUCK CENTER, INC.
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-43-2014/TT
  - B. For: ONE (1) SINGLE AXLE DUMP BODY, HOIST, SNOW PLOW, SALT SPREADER AND HYDRAULIC SYSTEM
  - C. Bid Opening Date/Time: June 6, 2014, 11:00 a.m.  
Village Hall 801 Burlington Ave Downers Grove, IL.60515
  - D. Pre-Bid Conference Date/Time: N/A
- III. Required of All Bidders:
- A. Bid Deposit: N/A
  - B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
  - B. Certificate of Insurance: Required

Legal Advertisement Published: May 30, 2014

Date Issued: May 30, 2014

This document comprises 61 pages

Return **original and two duplicate copies** of Bid in a **sealed envelope** marked with the Bid Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

**CALL FOR BIDS**

**Bid No.: CFB-0-43-2014/TT**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.**

The Village Council reserves the right to accept or reject any and all Bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.**  
Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

## I. CALL FOR BIDS

### 1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to **June 6 2014, 11:00 a.m.**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

### 2. PREPARATION OF BID

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.5 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and

all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

### **3. PRE-BID CONFERENCE**

3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### **4. SUBMISSION OF BID**

4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

### **5. MODIFICATION OR WITHDRAWAL OF BID**

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the Bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the Bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

### **6. REJECTION OF BIDS**

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as

informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

**7. COMPETENCY OF BIDDER**

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

**8. DISQUALIFICATION OF BIDDERS**

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.

8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**9. BASIS OF AWARD**

9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.

9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

**10. AWARD OF CONTRACT**

10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (lowest responsible bidder)

**11. RETURN OF BID DEPOSIT**

11.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

**12. FAILURE TO ENTER INTO CONTRACT**

12.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

**13. SECURITY FOR PERFORMANCE**

13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of his Bid by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Bidder.**

**14. TAX EXEMPTION**

14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected vendor.

**15. RESERVED RIGHTS**

15.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

**16. CATALOGS**

16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

**17. TRADE NAMES/SUBSTITUTIONS**

17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

**II. TERMS AND CONDITIONS**

**18. VILLAGE ORDINANCES**

18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**19. USE OF VILLAGE'S NAME**

19.1 The Bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

**20. INSPECTION**

20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

**21. DELIVERIES**

21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

**22. SPECIAL HANDLING**

22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

**23. COMPLIANCE WITH OSHA STANDARDS**

23.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.



**24. CERCLA INDEMNIFICATION**

24.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

**25. BUY AMERICA**

25.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

**26. CAMPAIGN DISCLOSURE**

26.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

26.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

26.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

26.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**27. BACKING PRECAUTIONS**

27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

**28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS**

28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

**29. COPYRIGHT/PATENT INFRINGEMENT**

29.1 The Bidder agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**30. INDEMNITY AND HOLD HARMLESS AGREEMENT**

30.1 To the fullest extent permitted by law, the Bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Bidder, its employees, or its subcontractors, and the Bidder shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Bidder, its employees, or its subcontractors.

**31. NONDISCRIMINATION**

31.1 Bidder shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this Bid, the Bidder certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

(c) It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**32. SEXUAL HARASSMENT POLICY**

32.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**33. EQUAL EMPLOYMENT OPPORTUNITY**

- 33.1 In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Bidder agrees as follows:
  - 33.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - 33.3 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - 33.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
  - 33.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - 33.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- 33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**34. DRUG FREE WORK PLACE**

Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 34.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or bidder's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 34.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Bidder agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**36. PREVAILING WAGE ACT**

36.1 Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

36.2 Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract.

36.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Bidder agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

36.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

36.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

36.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**37. PATRIOT ACT COMPLIANCE**

37.1 The Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Bidder further represents and warrants to the Village that the Bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**38. INSURANCE REQUIREMENTS**

38.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense

and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Contract pursuant to its terms.
- 38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work

under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**39. SUBLETTING OF CONTRACT**

- 39.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from his obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

**40. TERM OF CONTRACT**

- 40.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions sections.

**41. TERMINATION OF CONTRACT**

- 41.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.

- 41.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**42. BILLING & PAYMENT PROCEDURES**

- 42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice.



If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

42.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

42.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

#### **43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE**

43.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

#### **44. STANDARD OF CARE**

44.1 Any services performed by Bidder under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.

44.2 If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder's failure to comply with the above standard and reported to Bidder within one (1) year from the completion of Bidder's services for the Project.

44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Bidder during construction or equipment installation or the furnishing of Project representatives shall not make Bidder responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contactor(s') failure to perform its work in accordance with contract documents.

#### **45. SUCCESSORS AND ASSIGNS**

45.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

#### **46. WAIVER OF CONTRACT BREACH**

46.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not

operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

**47. CHANGE ORDERS**

47.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

**48. SEVERABILITY OF INVALID PROVISIONS**

48.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**49. GOVERNING LAW**

49.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**50. NOTICE**

50.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Bidder as specified on the Contract Form.

**51. AMENDMENT**

50.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**52. COOPERATION WITH FOIA COMPLIANCE**

52.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

### III. DETAILED SPECIFICATIONS

#### **ONE (1) SINGLE DUMP BODY, HOIST, SNOW PLOWS, SALT SPREADER AND HYDRAULIC SYSTEM**

**VEHICLE REQUIREMENTS:** References, if any, to specific makes or models of equipment, accessories, or components are for the purpose of establishing minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life of the unit or its parts as required for the proposed application. Accessories or components equal to or exceeding the minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life shall be evaluated on merit and acceptability for the purposes of this bid.

#### CHASSIS SPECIFICATIONS

#### MEET SPECIFICATIONS

##### **WHEELBASE / PLATFORM / FRAME**

MINIMUM FRAME RAILS, 11.8" X 3.54" X .44" 120,000 PSI	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
STEEL SECTION MODULUS 23.5 CU IN / RBM 2,800,000 IN LBS PER RAIL	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
WHEELBASE, 165" WB CA 99"	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
PLATFORM, 161" AF 62"	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
NO FRAME REINFORCEMENT	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

##### **ENGINE MINIMUM REQUIREMENTS**

IDLE EMISSION CERTIFICATION - CARD 08	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
2010 EMISSION CERTIFIED	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
MINIMUM 9 LITER	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
MINIMUM 345 HP @ 1900 RPM	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
MINIMUM 1150 LB FT. MAX TORQUE @ 1400 RPM	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

##### **ENGINE EQUIPMENT**

AIR CLEANER 11" X 30" SINGLE ELEMENT UNDER HOOD	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
ALTERNATOR, 12V 130 AMP	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
BATTERIES, MINIMUM (2) 1000/2000 CCA	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
COOLANT TO -34 DEGREES F	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
COOLANT CONDITIONER	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
ELECTRIC ENGINE PREHEATER	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
ENGINE BLOCK HEATER, 120V 1000 WATT	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
SCR UNIT FRAME MOUNTED UNDER CAB R/S	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
EXHAUST DPF R/S FRAME MOUNTED UNDER CAB	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
EXHAUST TAILPIPE CAB MOUNTED W/TURNOUT ZERO CAB INTERFERENCE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
FUEL-WATER SEPARATOR DAVCO 382	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
ELECTRONIC STARTER INTERLOCK	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

ENGINE PROTECTION - LOW OIL PRESSURE SHUTDOWN, ENGINE OIL TEMP SHUTDOWN, WATER TEMP SHUTDOWN TRANSMISSION TEMP SHUTDOWN	YES <u>/</u>	NO <u>   </u>
ELECTRONIC MAINTENANCE MONITORING SYSTEM	YES <u>/</u>	NO <u>   </u>
PTO ENGAGED MILE PER HOUR LIMIT SETTING	YES <u>/</u>	NO <u>   </u>
VEHICLE ROAD SPEED LIMIT	YES <u>/</u>	NO <u>   </u>
CO-PILOT PROTECTION- DASH LCD REAL TIME MONITORING OF ENGINE OIL LEVEL, COOLANT LEVEL, TRANSMISSION OIL LEVEL, WATER IN FUEL, AIR INTAKE RESTRICTION, WINDOW WASHER FLUID LEVEL	YES <u>/</u>	NO <u>   </u>
INSIDE/OUTSIDE ENGINE AIR INTAKE W/IN CAB CONTROL FOR SNOWPLOW APPLICATION	YES <u>/</u>	NO <u>   </u>
BRIGHT FINISH HEAT SHIELD AND STACK	YES <u>/</u>	NO <u>   </u>
BUG SCREEN, RADIATOR MOUNTED	YES <u>/</u>	NO <u>   </u>
AIR COMPRESSOR 18.7 CFM	YES <u>/</u>	NO <u>   </u>
SMART IDLE PROTECTION-INCREASES ENGINE IDLE RPM WHEN LOW BATTERY VOLTAGE IS DETECTED	YES <u>/</u>	NO <u>   </u>

**TRANSMISSION SPECIFICATIONS**

ALLISON 3000RDS-6 SPEED	YES <u>/</u>	NO <u>   </u>
SYNTHETIC LUBRICANT, TRANSYND SYNTHETIC LUBE	YES <u>/</u>	NO <u>   </u>
ALLISON VOCATIONAL PACKAGE #99113 RUGGED DUTY SERIES	YES <u>/</u>	NO <u>   </u>

**CAB**

**MEET SPECIFICATIONS**

CAB GALVANIZED STEEL REINFORCED CONVENTIONAL GAUGES - DUAL AIR PRESSURE, VOLTMETER, ENGINE COOLANT TEMP, ENGINE OIL PRESSURE, EXHAUST PYROMETER, FUEL LEVEL, ELECTRONIC SPEEDOMETER, TACHOMETER, TRANSMISSION OIL TEMP.	YES <u>/</u>	NO <u>   </u>
HEATER/ AC WITH INTEGRAL DEFROSTER	YES <u>/</u>	NO <u>   </u>
MIRRORS, EXTERIOR WEST COAST BRIGHT FINISH HEATED WITH RETRACTABLE ARMS	YES <u>/</u>	NO <u>   </u>
8" HEATED CONVEX MIRRORS MOUNTED LOWER MIRROR BRACKET	YES <u>/</u>	NO <u>   </u>
AM/FM STEREO - CD PLAYER W/WEATHER BAND	YES <u>/</u>	NO <u>   </u>
5-WAY BINDING POST W/12VOLT SUPPLY IN HEADER CONSOLE	YES <u>/</u>	NO <u>   </u>
PREMIUM INTERIOR - COLOR SLATE GRAY	YES <u>/</u>	NO <u>   </u>
DRIVERS SEAT, BOSTROM TALLADEGA 910 (HI-BACK) AIR SUSPENSION WITH ARM REST	YES <u>/</u>	NO <u>   </u>
PASSENGER SEAT, (HI-BACK) STATIONARY	YES <u>/</u>	NO <u>   </u>
STORAGE COMPARTMENT & TRAY UNDER PASSENGER SEAT	YES <u>/</u>	NO <u>   </u>
SAFETY TINTED GLASS WINDSHIELD AND SIDE GLASS	YES <u>/</u>	NO <u>   </u>
SUN VISOR- INTERIOR, BOTH SIDES	YES <u>/</u>	NO <u>   </u>
EXTERIOR SUN VISOR FIBERGLASS	YES <u>/</u>	NO <u>   </u>
AIR CONDITIONING	YES <u>/</u>	NO <u>   </u>
2 PIECE WINDSHIELD	YES <u>/</u>	NO <u>   </u>
WINDSHIELD WIPERS, 2-SPD ELECTRIC MOTOR W/INTERMITTENT	YES <u>/</u>	NO <u>   </u>
5LB FIRE EXTINGUISHER MOUNTED IN CAB	YES <u>/</u>	NO <u>   </u>

STEERING WHEEL - TILT/TELESCOPING	YES <u>/</u>	NO <u>   </u>
ALL LED CAB CLEARANCE MARKER LIGHTS	YES <u>/</u>	NO <u>   </u>
TRIANGLE KIT	YES <u>/</u>	NO <u>   </u>
LOOSE RUBBER FLOOR MATS	YES <u>/</u>	NO <u>   </u>
FACTORY DASH MOUNTED PLOW LIGHT SWITCH	YES <u>/</u>	NO <u>   </u>
FACTORY DASH MOUNTED PTO SWITCH AND PIPING	YES <u>/</u>	NO <u>   </u>
LCD ON BOARD REAL TIME MAINTENANCE MONITORING SYSTEM	YES <u>/</u>	NO <u>   </u>
SELF CANCELING TURN SIGNALS	YES <u>/</u>	NO <u>   </u>

**FRAME EQUIPMENT/FUEL TANKS**

**MEET SPECIFICATIONS**

FRONT FRAME EXTENSION 20" NON BOLT-ON	YES <u>/</u>	NO <u>   </u>
BUMPER- FRONT- PAINTED BLACK FLUSH MOUNT	YES <u>/</u>	NO <u>   </u>
TOWING DEVICE- FRONT & REAR TOW HOOKS	YES <u>/</u>	NO <u>   </u>
L/H 66 GALLON ALUMINUM D-STYLE FUEL TANK	YES <u>/</u>	NO <u>   </u>
DEF TANK PLASTIC LH FRAME MOUNTED 11.8 GALLONS	YES <u>/</u>	NO <u>   </u>
STAINLESS STEEL FUEL TANK MOUNTING STRAPS	YES <u>/</u>	NO <u>   </u>

**FRONT AXLE / TIRES / SUSPENSION**

**MEET SPECIFICATIONS**

SET BACK FRONT AXLE 16,500# CAPACITY	YES <u>/</u>	NO <u>   </u>
TIRES-BRIDGESTONE TUBELESS RADIAL PLY, 3.15/80R22.5 20L	YES <u>/</u>	NO <u>   </u>
WHEELS STEEL DISC 10 HOLE HUB PILOTED, 9.0 X 22.5	YES <u>/</u>	NO <u>   </u>
FRONT BRAKES MERITOR "S" CAM TYPE 16.5" X 6" Q+	YES <u>/</u>	NO <u>   </u>
FRONT SLACK ADJUSTERS - GUNITE AUTOMATIC	YES <u>/</u>	NO <u>   </u>
FRONT SUSPENSION - 16,500# HD TAPER LEAF SPRINGS	YES <u>/</u>	NO <u>   </u>
DUAL STEERING GEAR BOX - SHEPPARD M100P + M90	YES <u>/</u>	NO <u>   </u>
FRONT BRAKES SHIELDS	YES <u>/</u>	NO <u>   </u>
GREASEABLE FRONT SPRING SHACKLES	YES <u>/</u>	NO <u>   </u>

**REAR AXLE/ TIRES/ SUSPENSION/DRIVE LINE**

**MEET SPECIFICATIONS**

REAR AXLE DANA-SPICER S23-190 23,000# CAPACITY	YES <u>/</u>	NO <u>   </u>
REAR SUSPENSION - 26,000# WITH HELPER SPRINGS	YES <u>/</u>	NO <u>   </u>
REAR AXLE RATIO 6.14	YES <u>/</u>	NO <u>   </u>
REAR TIRES - BRIDGESTONE 11R22.5 M726 EL TRACTION	YES <u>/</u>	NO <u>   </u>
TUBELESS RADIAL 14 PLY	YES <u>/</u>	NO <u>   </u>
WHEELS STEEL DISC 10 HOLE HUB PILOTED 8.25 X 22.5	YES <u>/</u>	NO <u>   </u>
REAR SLACK ADJUSTERS - GUNITE AUTOMATIC	YES <u>/</u>	NO <u>   </u>
REAR BRAKE CHAMBERS TYPE 30/36 HIGH-MOUNTED	YES <u>/</u>	NO <u>   </u>
REAR AXLE, SYNTHETIC LUB 75W- 90	YES <u>/</u>	NO <u>   </u>
REAR BRAKE DUST SHIELDS	YES <u>/</u>	NO <u>   </u>
MAIN DRIVELINE - MERITOR 176MXL EXTENDED LUBE	YES <u>/</u>	NO <u>   </u>

**AIR / BRAKES**

AIR DRYER - MERITOR/WABCO HEATED AIR DRYER  
1200W/ COALESCING OIL FILTER  
BENDIX ABS ANTI-LOCK BRAKE SYSTEM, WITH  
AUTOMATIC TRACTION CONTROL  
DASH MOUNTED ON/OFF SWITCH FOR TRACTION CONTROL

**MEET SPECIFICATIONS**

YES  NO

YES  NO   
YES  NO

**ELECTRIC**

BACK-UP ALARM  
ELECTRIC CIRCUIT BREAKER PROTECTION PACKAGE  
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED  
W/PROTECTIVE COATING  
BATTERY BOX L/H FRAME MOUNT BELOW CAB  
STD STOP-TURN TAIL-LIGHTS

**MEET SPECIFICATIONS**

YES  NO   
YES  NO

YES  NO   
YES  NO

**PAINT**

CAB EXTERIOR COLOR WHITE BASE COAT/CLEAR COAT  
FRONT AND REAR WHEELS WHITE  
FRAME URETHANE BLACK

**MEET SPECIFICATIONS**

YES  NO   
YES  NO   
YES  NO

**WARRANTY**

ENGINE WARRANTY - 2 YEARS / 250,000 MILES

**MEET SPECIFICATIONS**

YES  NO

**PARTS & SERVICE MANUALS**

1 SET OPERATOR MANUAL PER UNIT

**MEET SPECIFICATIONS**

YES  NO

**DUMP BODY SPECIFICATIONS:**

***DIMENSIONS:***

11' long

84" wide I.D.

96" wide O.D.

7 yards side capacity

9 yards end capacity

**MEET SPECIFICATIONS**

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

28" high sides YES  NO   
48" high front YES  NO   
38" high tailgate YES  NO

**MATERIAL:**

**MEET SPECIFICATIONS**

Sides and front constructed of 3/16" 304 "2B" Stainless Steel YES  NO   
Tailgate constructed of 3/16" 304 "2B" Stainless Steel YES  NO   
Floor constructed of 1/4" AR400 Steel Only. YES  NO   
145,000 psi steel yield strength. YES  NO   
180,000 psi steel tensile strength. YES  NO   
400 BHN brinell hardness. YES  NO

**CAB SHIELD:**

**MEET SPECIFICATIONS**

DuraMax 1/2 cab shield constructed of 7 gauge 304 "2B" Stainless Steel YES  NO   
Six (6) DuraMax cut oval in front of cab shield. YES  NO   
One (1) DuraMax cut oval in each side of cab shield. YES  NO   
One (1) DuraMax oval in rear on each side of cab shield. YES  NO   
Total number of factory cut ovals in cab shield will be ten (10). YES  NO   
Entire top of cab shield will be enclosed with three access panels. YES  NO   
Each cab shield access panel will be sealed with a gasket and be secured by using six (6) 1/4" stainless steel nuts and bolts. YES  NO

**SIDES:**

**MEET SPECIFICATIONS**

- No side braces on body. YES  NO
- "Formed "V" style side bracing, vertical side and/or horizontal bracing not acceptable."* YES  NO
- All exposed body and bracing bends must have a 1" radius for added strength YES  NO
- 4-5/8" wide x 8-3/8" tall boxed section top rail. YES  NO
- Top rail center bend to fold back at 20 degrees at top. YES  NO
- Top rail bottom to bend back at 35 degrees from horizontal. YES  NO
- 5-1/2" 35 degree sloping rubrail on each side. YES  NO
- 17" wide full depth rear corner post with apron YES  NO
- 5-1/2" deep rear corner post. YES  NO
- Entire underneath of each rear corner post must be fully enclosed. YES  NO
- Underneath each corner post there will be an access panel that is secured by stainless steel nuts and bolts. YES  NO
- Body must have DuraMax steel light boxes recessed in rear corner post of body on each side. YES  NO
- Each light box must be fully enclosed. YES  NO
- Each light box will have three (3) oval cut outs for lights. YES  NO
- Each light cut out will slope at approximately 45 degree angle. YES  NO
- These light boxes must be integral part of the rear corner post. YES  NO
- Light boxes must be constructed of 3/16" 304 "2B" stainless steel. YES  NO
- After market welded or bolt-on not acceptable. YES  NO



***TAILGATE:***

**MEET SPECIFICATIONS**

- 10" high front and rear side board pockets. YES  NO
- All welds are continuous, including all items added to body, such as cab shield. YES  NO
- All horizontal bracing, including top rail, to be dirt shedding using large radius die. YES  NO
- Six-panel with horizontal bracing, heavy duty double acting tailgate. YES  NO
- Tailgate will have dual "Stainless Steel" sliding style coal doors, one (1) on each side. YES  NO
- All upper & lower tailgate pins, hardware, latching assembly and linkage must be "304" Stainless Steel. YES  NO
- All tailgate linkage must have grease zerks at all pivot points. YES  NO
- 1" stainless steel flame cut offset tailgate hinge. YES  NO
- 1-1/2" stainless steel upper tailgate pins YES  NO
- 1-1/4" stainless steel lower tailgate pin incorporated in lower vertical tailgate brace for added strength. YES  NO
- 3/8" stainless steel tailgate chains. YES  NO
- Chains long enough to lay tailgate level with floor. YES  NO
- 304 "2B" Stainless Steel Upper and lower banjo eyes in rear corner post. YES  NO
- 5/8" stainless steel lower latch assembly. YES  NO
- 3/4" stainless steel plate flame cut lower pin cradle. YES  NO
- Complete stainless steel tailgate latching assembly reinforced with 1/4" steel backing plate for added strength. YES  NO
- Positive over center lock air tailgate control YES  NO

**FRONT WALL:**

Three bend top rail of 3" wide x 2" deep with a 7/8" return flange.

**MEET SPECIFICATIONS**

YES  NO

All welds are continuous, including all items added to body, such as cab shield.

YES  NO

**FLOOR:**

Constructed of two center seam welded pieces of 1/4" AR400 steel.

**MEET SPECIFICATIONS**

YES  NO

15" side to floor radius.

YES  NO

**UNDERSTRUCTURE:**

Understructure is crossmemberless

**MEET SPECIFICATIONS**

YES  NO

Fabricated 3/16" Corten "B" steel tubular longitudinals

YES  NO

Longitudinals are deep flared, fully boxed. "I-beam or C-Channel not acceptable"

YES  NO

**DUMP BODY HOIST SPECIFICATIONS:**

**MEET SPECIFICATIONS**

DURACCLASS MODEL LESI-1821PL DURAMAX HOIST

YES  NO

Double Arm Type

YES  NO

NTEA class 50

YES  NO

Rating of 18 tons

YES  NO

Double acting

YES  NO

Power up-power down

YES  NO

8" minimum cylinder diameter

YES  NO

21" maximum cylinder stroke

YES  NO

2-1/4" maximum rod diameter

YES  NO

Piston rod hard chrome plated

YES  NO

1060.1 maximum cubic inch cylinder displacement

YES  NO

10-3/8" maximum mounting height

YES  NO

Full length formed, 6" deep x 5/16" steel

YES  NO

"Inverted" subframe

YES  NO

Safety body prop

YES  NO

Platform type flame cut hinges only.

YES  NO

**DUMP BODY OPTIONS SPECIFICATIONS:**

**MEET SPECIFICATIONS**

3M Model 963-32, 2" wide reflectors tape on side  
rubrail of body back of cab shield, back of tailgate  
and back of salt spreader.

YES  NO

Reflector tape must be red and white.

YES  NO

Stainless steel grab handle mounted vertically at front on  
street side

YES  NO

Stainless Steel two rung fold up ladder mounted  
at front on street side.

YES  NO

Ladder must be secured in up position with a Buyers Model WJ201SS,  
4 7/8" rubber hood catch with "A" bracket and all stainless steel hardware.

YES  NO

Boomerang Model SR2436B mud flaps directly mounted to rear of full fenders,  
behind rear wheels.

YES  NO

Mud flaps must be mounted using LESI Model MFW2375SS stainless steel  
bolting plates.

YES  NO

All mud flaps brackets, nut, bolts, washers and hardware must be 304  
stainless steel.

YES  NO

Life-Time Model PF200-68 polymer full fenders installed over rear tires with  
Model K2363US stainless steel mounting brackets and bolts.

YES  NO

Full fenders must have a life time warranty.

YES  NO

**LIGHTING AND ELECTRICAL ITEMS SPECIFICATIONS:**

**MEET SPECIFICATIONS**

Duraclass electronic back up alarm

YES  NO

All Duraclass LED Lights and reflectors conform to FMVSS108

YES  NO

One (1) Federal Signal Model 607105-04 LED Stop, tail & turn lights recessed in each rear corner post

YES  NO

Two (2) Federal Signal Model 607101-02 LED Strobe lights recessed in each rear corner post.

YES  NO

Six (6) Federal Signal Model 607101-02 LED Strobe lights recessed in cab shield, facing forward.

YES  NO

One (1) Federal Signal Model 607101-02 LED Strobe lights recessed in cab shield, facing outward on each side.

YES  NO

Two (2) Federal Signal Model 607101-02 LED Strobe lights recessed in cab shield, facing toward rear.

YES  NO

All wiring on top of cab shield, routed down front of body and routed under body must be install in stainless steel piping.

YES  NO

Hella Model C120 plow lights with amber front facing turn signals and 990364007 stud mount bracket hood mounted with Buyers Model PLB11SS stainless steel mounting brackets and all hardware constructed of stainless steel.

YES  NO

Two (2) Buyers Model 1492110 LED spreader lights at rear, one mounted on each under rear corner post of body.

YES  NO

Velvac Model 055052 trailer plug mounted at rear.

YES  NO

Body up switch must be a Preco SWM43C with light in console

YES  NO

Velvac Model 101004 Air tailgate release mounted on body with over center kit and switch mounted in console.

YES  NO

Cougar DC-3200 Vibrator mounted under body with safety chains attached

YES  NO

**SPECIAL WIRING SYSTEM:**

**MEET SPECIFICATIONS**

All wiring to rear dump body shall be severe duty wiring

YES  NO

All wiring that is exposed outside of the junction box, rear light boxes and cab shield light boxes must be contained and sealed in a sealed loom on each side of body, and separate of chassis wiring system.

YES  NO

Wiring loom shall be Industrial Heavy Duty 1/2" and 3/4" Carlon, Carflex brand chemical resistant flexible loom, with required Carflex fitting.

YES  NO

All wiring shall run from the chassis into a LESI Model 04622-022-00 polymer junction box mounted on back wall of cab between seats in the cab.

YES  NO

All wiring in junction box will terminate on three (3) Grote model 82-2313 terminal strips.

YES  NO

All lights in cab shield will have a Grote model 82-2313 terminal strip on each side for four strobes each.

YES  NO

There will be a total of two (2) terminal strips in cab shield.

YES  NO

Each side terminal strip in cab shield will terminate at the rear corner post in each light box.

YES  NO

Each rear corner post light box will have one (1) Grote model 82-2313 terminal strip.

YES  NO

All wiring from rear corner post light boxes terminal strips will terminate to terminal strips in cab mounted junction box housing.

YES  NO

Each rear corner spreader light will terminate to terminal strip in each corner post light box.

YES  NO

Back up alarm will terminate terminal strip on curb side rear corner post light box.

YES  NO

All electrical connections done by equipment installer must be soldered and heat shrunked.

YES  NO

All wiring must be continuous wire. No Splicing will be accepted.

YES  NO

All connections to all terminal strips will have crimped/soldered/heat shrunk electrical eyelet connectors.

YES  NO

TST Model 131-0011 High Amp Breaker, Type III switchable breaker, flush mounted on truck firewall.

YES  NO

**TRAILER HITCH AND OTHER ITEMS SPECIFICATIONS:**

**MEET SPECIFICATIONS**

Buyers PH20 ton hook mounted to 5/8" plate with Buyers B46 "D" rings.

YES  NO

Plate must be recessed into the frame rails with gussets to frame on the backside.

YES  NO

Entire outer edge of pintle plate must be wrapped with 2" x 3/16" flat stock.

YES  NO

Chassis S/T/T lights must be recessed into pintle hook plate.

YES  NO

Buyers Model B2800A front tow hooks attached to plow side plates.

YES  NO

Buyers Model B2800A rear tow hooks attached to rear of truck.

YES  NO

**HEAVY DUTY FRONT BUMPER:**

**MEET SPECIFICATIONS**

LESI Model 92805 Heavy Duty Front Bumper

YES  NO

Front bumper will be full width of truck, 8" high, 4" deep and 1/2" thick.

YES  NO

Front bumper will have end caps on each side with all corners rounded.

YES  NO

Front bumper will be painted to match cab of truck.

YES  NO

Front plow hitch will be incorporated into the front bumper.

YES  NO

**SAFETY ITEMS:**

**MEET SPECIFICATIONS**

Cortina Manufacturing triangle kit mounted in truck cab.

YES  NO

Reliable Model 429102 5# Ansul ABC fire extinguisher with 14228 mounting bracket mounted in truck cab.

YES  NO

**PAINTING:**

The following items will be furnished by the Truck Equipment Installer in the following paint scheme.

All items that were in raw metal must be cleaned and primed before paint.

All paint must have a five (5) year warranty from any defects.

Front Bumper will be painted Gloss Black.

Plow Hitch and side plates will be painted Gloss Black.

Underbody scraper will be painted gloss black

All frame work of front snow plow will be painted flat black

Entire hoist and sub frame must be cleaned and repainted by the truck equipment installer gloss black.

The rear pintle hitch must be cleaned, primed and painted gloss black.

**MEET SPECIFICATIONS**

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

**STAINLESS STEEL CLEANING**

All stainless steel welds factory or installers must be cleaned by using a Dynaflux Machine and process.

No stainless steel weld burns or burn through should be visible.

All stainless steel items Dump Body, Hydraulic Reservoir, Salt Spreader, etc. must be entirely washed/cleaned by using an acid wash for stainless steel cleaning.

All stainless steel items must be cleaned off the chassis.

**MEET SPECIFICATIONS**

YES  NO

YES  NO

YES  NO

YES  NO

**UNDERCOATING**

Entire dump body must be undercoated to U.S. military standards.

**MEET SPECIFICATIONS**

YES  NO

**CENTRAL HYDRAULIC SYSTEM SPECIFICATIONS:**

**MEET SPECIFICATIONS**

***WET SPLINE POWER TAKE OFF:***

Chelsea CPTO278XDFJW-B3RM Hotshift PTO with wet spline and rotational flange YES  NO

PTO must have a 329130-5X lube hose attached to transmission YES  NO

Power take off shall be made of cast iron. YES  NO

Unit will be capable of mounting to Allison style transmission. YES  NO

PTO shall be of the Hot Shift "Wet Spline" design and have a direct mount flange for the hydraulic pump. YES  NO

PTO to engine speed shall be in the range of 75-152%. YES  NO

Unit shall have an internal solenoid shifting coil. YES  NO

PTO will have a low oil shut down feature with override in console. YES  NO

***HYDRAULIC PUMP:***

**MEET SPECIFICATIONS**

The hydraulic system shall be set to operate at 1800 to 2000 PSI with compensator set. YES  NO

The hydraulic pump shall be a load sensing type, designed for constant operation, capable of delivering ten (10) to fifty (50) GPM upon demand, contingent on pump RPM. (40 GPM output at 1500 engine RPM) YES  NO

Sauer Danfoss SDPP83015158 is acceptable. YES  NO

***HYDRAULIC STACK VALVE:***

**MEET SPECIFICATIONS**

The four (4)-section stack valve with integral manifold shall be proportional, closed center type for use with load sensing pump. YES  NO

The valve shall have individual section pressure compensators and be capable of operating multiple sections at the same time. YES  NO

Valve to have published flow curves to 40 GPM YES  NO

Valve shall the following functions.

**Section 1:**

Double acting Hoist, proportional, 35 GPM main spool, with manual override, individual flow adjustment and 500 psi down side relief. YES  NO



**Section 2:**

Double acting Flow up/down, proportional, 7 GPM main spool, with manual override and individual flow adjustment.

YES  NO

**Section 3:**

Double acting Flow left/right, proportional, 7 GPM main spool, with manual override and individual flow DETENT adjustment.

YES  NO

**Section 4:**

12 Volt DC Manifold for Conveyor and Spinner.

YES  NO

**Section 5:**

12 Volt DC Manifold for Pre-Wet

YES  NO

All functions are pressure compensated.

YES  NO

It has load sense capabilities and is intended to be used with a variable displacement pump.

YES  NO

The load sense signal is drained internally.

YES  NO

This manifold also has power beyond capabilities and it uses solenoid operated working sections.

YES  NO

Flow (from pressure to PB): 40 GPM

YES  NO

Flow (Auger): 15 GPM

YES  NO

Flow (Spinner): 7 GPM

YES  NO

Pressure: 3000 PSI

YES  NO

Material: Anodized Aluminum

YES  NO

Mounting: Thru-holes

YES  NO

When used with solenoid operated sections-All the cartridges are necessary.

YES  NO

The drain port must be plumbed to tank.

YES  NO

HYDRAULIC CONTROL VALVE SHALL BE SAUER DANFOSS

YES  NO

**COMBINATION HYDRAULIC RESERVOIR AND  
PROTECTIVE VALVE ENCLOSURE:**

**MEET SPECIFICATIONS**

- Reservoir shall be 30-gallon minimum "usable" oil capacity. YES  NO
- Reservoir and all mounting hardware must be "304" stainless steel. YES  NO
- The breather cap should be mounted to an inspection lid. YES  NO
- Inspection lid shall also provide for an in tank mounted return line filter. YES  NO
- Breather cap fill neck must be screened. YES  NO
- Reservoir shall be complete with dual sight temperature gauge with a metal protective shield and mounting points available on both sides of reservoir to accommodate installation on driver side of vehicle. YES  NO
- Assembly will incorporate a magnetic drain plug. YES  NO
- Suction port will allow for installation of a 2" NPT 50 GPM suction screen. YES  NO
- Suction screen will have a 3 to 5 PSI by-pass spring. YES  NO
- Reservoir must be constructed of minimum 10-gauge steel. YES  NO
- As an integral part of the reservoir, there shall be an area for mounting of the hydraulic stack valve. YES  NO
- Reservoir must be of template style for bulkhead "through" mounting of the valve and be completely free from internal tubing or hoses from the work ports and inlet of the valve. YES  NO
- Valve must be removable as a unit with template through the top of the reservoir for service and accessibility. YES  NO
- Valve compartment area will have a drain tube of at least 1-1/4" in diameter and be placed to the front side the reservoir and incorporate an angled base below the valve to allow fluid and condensation to flow easily to the drain tube area. YES  NO
- There must be three additional side access panels for further service and accessibility. YES  NO
- All panels must have formed gaskets and be weather sealed with bottom welded mounting nuts for panels. YES  NO

All panels and valve plates to be secured with stainless steel bolts. YES  NO

Electrical connections shall be made via bulkhead connectors on the front (cab) side of the reservoir through the front panel. YES  NO

Hydraulic hose connections shall be made through the top of the valve plate for easy access. YES  NO

Reservoir must be symmetrical and capable of mounting on either side of the truck frame. YES  NO

Model CP-RES35S-VMSG-LSSGTMF-DS ServiceGuard reservoir is acceptable. YES  NO

***CERTIFIED POWER FREEDOM 2.1 ELECTRIC LOAD SENSING SPREADER VALVE:  
SPREADER CONTROL SYSTEM:***

***PHYSICAL REQUIREMENTS:***

**MEET SPECIFICATIONS**

Knobs to be rotary encoders with push feature and no maximum or minimum limit position. YES  NO

Touch screen shall be used for setup and calibration of the unit. YES  NO

There shall be a USB port on the side of the unit for data download to a USB stick if option is selected YES  NO

Unit delivered shall be Freedom 2.X as manufactured by Certified Power YES  NO

Unit dimensions shall be approximately 7.8L, 4H, 3.8 D YES  NO

A standard hoop style bracket shall be provided for ease of mounting. YES  NO

In addition the unit may be mounted with an optional RAM mount. YES  NO

Shall utilize a color TFT LCD display with touch input capability. YES  NO

Shall use an AMP 23 pin sealed connector for all spreader electrical connections. YES  NO

Housing shall be powder coated aluminum. YES  NO

***ENVIRONMENTAL REQUIREMENTS:***

**MEET SPECIFICATIONS**

Operating temperature range shall be -40 degrees Celsius to +70 degrees Celsius with 6 AMPs total PWM current.

YES  NO

Shall withstand vibration to SAE 1455 2G swept sinusoidal 10 – 2GHz without degradation of performance

YES  NO

Shall withstand vibration to SAE 1455 random 5 – 500 Hz, cab mounted profile without degradation of performance

YES  NO

Shall withstand salt fog testing per SAE 1455 ASTM B117-07 24 Hr duration when allowed to dry completely without degradation of performance

YES  NO

Shall withstand drop to tiled concrete from 36” to each face without degradation of performance

YES  NO

***ELECTRICAL REQUIREMENTS:***

**MEET SPECIFICATIONS**

Control to have 3 PWM output channels. Feeder and Spinner PWM capable of 4 Amps each, liquid PWM capable of 6 Amps.

YES  NO

Total system PWM current limited to 10A at 50 degrees Celsius (6 Amps at maximum operating temperature).

YES  NO

1 channel shall be ground speed oriented conveyor/feeder, 1 channel for spinner, and 1 channel for a liquid function.

YES  NO

Liquid function shall be configurable to control either a pre-wet or single lane anti-ice function

YES  NO

Control to have a simple operator interface consisting of 3 buttons, two knobs and an interactive touch screen.

YES  NO

Programming of unit shall not require the use of an ancillary device

YES  NO

USB shall function as an upload port to allow field upgrade of the software or capabilities of the system.

YES  NO

This port also allows for saving or restoring calibration settings.

YES  NO

Unit shall be available in 3 versions, and software shall be available for purchase to allow unit to be reconfigured to any version.

YES  NO

The front panel function text shall be backlit for night viewing.

YES  NO

- To prevent glare at night, there shall be a "night mode" for the touch screen YES  NO
- The unit shall be supplied with a minimum 8MB of RAM and 4MB of flash memory YES  NO
- There shall be a field replaceable fuse to protect the system. Fuse shall be easily accessible. YES  NO
- Help information for troubleshooting and calibration shall be embedded in the on board software. YES  NO
- The system shall support a remote blast and remote pause function. YES  NO
- Control shall function in open loop (no feedback sensor) or closed loop modes. YES  NO
- PWM circuits shall be configurable for current regulation or voltage regulation to reduce hysteresis YES  NO
- There shall be an input to sense a stall of the spreader YES  NO
- A float input circuit shall be provided to turn off liquid system at low level YES  NO
- Storm totals shall be available on screen and via USB download or through RS232 serial AVL data YES  NO
- Shall meet handling electrostatic discharge withstand to 8kV direct and 25kV air discharge per SAE J1113/13 without degradation of performance. YES  NO
- Shall meet operating electrostatic discharge withstand to 8kV direct and 15kV air discharge per SAE J1113/13 without degradation of performance. YES  NO
- Shall meet radiated emissions limits per SAE J1113/41 150KHz – 860 MHz, class 4 without degradation of performance YES  NO
- Shall meet conducted emissions limits per SAE J1113/41 150KHz – 108MHz, class 3 without degradation of performance YES  NO
- Shall meet radiated immunity limits per SAE J1113/21 10KHz – 2GHz, 100V/m, 1kHz AM Modulation, vertical and horizontal polarity without degradation of performance YES  NO
- Shall withstand load dump limits per SAE J1113/11 pulse 5, for heavy duty vehicles without degradation of performance YES  NO
- Shall withstand bulk current injection limits per SAE J1113/4 1 – 400MHz without degradation of performance YES  NO

Shall withstand engine cranking pulse limits per SAE J1113/11 pulse 4 without degradation of performance YES  NO

Shall withstand conducted transients limits per SAE J1113/11 pulses 1a, 1b, 2a, 2b, 3a, and 3b without degradation of performance YES  NO

Shall withstand continuous reverse supply voltage without degradation of performance YES  NO

Shall withstand continuous supply voltage of 28 VDC without degradation of performance. YES  NO

Shall have an ARM 9 processor running at 150MHz YES  NO

Shall utilize NET OS running Certified Power spreader control software YES  NO

Shall be capable of communicating with AVL devices using Certified Power Freedom Talk protocol. YES  NO

Shall have internal audible alarm capability. YES  NO

Encoders shall provide audible feedback with rotation. YES  NO

Configuration menu options shall be disabled when groundspeed is present. YES  NO

Shall require a password unlock to change configuration and calibration to prevent driver intervention. YES  NO

Shall not require continuous connection to vehicle battery when not in use. YES  NO

Shall provide NPN type output signals for spreader PWM functions. YES  NO

***OPERATIONAL REQUIREMENTS:***

**MEET SPECIFICATIONS**

Unit shall operate in open loop ground speed oriented or ground speed triggered or manual YES  NO

Unit shall have open loop liquid control YES  NO

Unit shall have 4 configurable material types YES  NO

Storm totals shall be available on screen and be able to be downloaded to USB thumb drive YES  NO

There shall be a float switch input for liquid tank empty YES  NO

Error messages must be displayed on screen and set audible alarm YES  NO

The unit shall be voltage and current controlled for stability of output YES  NO

Inputs shall be available for remote pause and remote blast functionality YES  NO

There shall be a ground speed triggered auxiliary output to operate a cross conveyor or other function. YES  NO

Unit shall be able to interface with the Freedom ATS data device YES  NO

There shall be a switch input for conveyor stall YES  NO

Unit shall be able to detect a short in a sensor circuit or in a valve drive circuit YES  NO

There shall be 3 additional unused inputs for additional devices YES  NO

Unit shall be upgradeable via USB thumb drive without the use of a specialized device. YES  NO

Unit shall allow firmware update via USB thumb drive without the use of a computer or specialized device YES  NO

**CONTROLS & CONSOLE SPECIFICATIONS:**

**MEET SPECIFICATIONS**

The intent of this specification is to describe a fully proportional, 3-stick control console that is modular in construction for different cab mounting configurations.

The scraper shall be controlled by a single axis proportional control with a safety or "dead-man" switch integrated in the control. YES  NO

The hoist shall be controlled by a single axis proportional control with a safety or "dead-man" switch integrated in the control. YES  NO

The plow functions shall be controlled by a dual axis, proportional joystick with an on/off switch integrated in the plow stick for optional remote blast or pass. YES  NO

The control console will be mounted between the seats to provide easy operation for the driver. YES  NO

All switches for operating all auxiliary items on truck must be built into the control console. YES  NO

WIRING HARNESSSES:

The system shall include all necessary wiring and switching required to be fully operational. YES  NO

All wiring that will be exposed outside the vehicle cab shall be weatherproof TPE type. YES  NO

Wiring and harness system should meet ISO rating IP68 and NEMA 6. YES  NO

The connectors should be zinc die cast E-coated, similar to a MIL spec connector. YES  NO

Each should have three sealing points- the lock ring itself, a raised portion of the molded plastic around each pin, and a viton O-ring that seals the whole connector. YES  NO

The cable jacket should be TPE- thermoplastic elastomer, and molded to the connectors. Connectors and harness should be rated and tested for a temperature range from - 30C to + 70C. YES  NO

Connectors should be tested to be water tight when submerged in 6' of water for 24 hours, in 275' of water for 1 hour, and when subjected to a 1000-psi pressure wash. YES  NO

The connectors should be designed to have NO corrosion after 5000 hours in a 35C salt spray. YES  NO

Cablings should be rated excellent in its resistance to oxidation, heat, oil, low temperature flexibility, weather, sun, ozone, abrasion, electrical priorities, flame, water, acid, alkali, gasoline, benzol, toluol, degreaser solvents, alcohol, and weld slag. YES  NO

Harnesses to include all necessary sensors and cables. YES  NO

StormGuard TPE wiring is acceptable. YES  NO

**SHUT DOWN SYSTEM:**

**MEET SPECIFICATIONS**

Unit to be equipped with a low hydraulic oil warning and shut down system with over ride switch in console. YES  NO

**WIRING, HOSES AND FITTINGS:**

**MEET SPECIFICATIONS**

THE BASES OF QUALITY STANDARDS SHALL BE LESI MODEL TMLS-5B-SV HOSE & FITTING KIT. YES  NO

All fittings must be NRP Jones JIC hydraulic fittings. YES  NO



All hydraulic hoses must be NRP Jones.

YES / NO    

All hoses shall be fully sleeved with stainless steel protective sleeving with heat shrink ends.

YES / NO    

All wiring will be routed in such a manner to prevent pinching and sharp corners.

YES / NO    

All connections to valves and sensors will be made with high quality components and protected with dielectric grease.

YES / NO    

All wiring of length will be tied up to prevent sagging.

YES / NO    

Plow and truck to be equipped with the following hydraulic coupling hook up components

YES / NO    

CEJN 10-932-4001 Multi-X Quattro 12.5 Female Plate, 4 port, WEO 3/4" connection, 1/2" nominal flow diameter, dust caps, and mounting bracket

YES / NO    

CEJN 10-932-4051 Multi-X Quattro 12.5 Male Plate, 4 port, WEO 1/2" connection, 1/2" nominal flow diameter, dust caps, and , mounting bracket

YES / NO    

Four (4) CEJN 14-727-0812 Multi-X adapter 1/2" WEO to male JIC 3/4"-16

YES / NO    

Four (4) CEJN 14-727-1217 Multi-X adapter 3/4" WEO to male JIC 1-1/16"-12

YES / NO    

All spreader quick couplers will be installed through the pintle plate at the rear

YES / NO    

**TRUCK MOUNTED PLOW PUSH FRAME SPECIFICATIONS:**

**MEET SPECIFICATIONS**

The quick hitch is to be designed so that the lift cylinder can be used to detach the snowplow from the truck mounting plate.

YES / NO    

The SQH quick hitch, truck portion shall consist of a 5/8" thick push plate furnished with two (2) top mounting pockets to accept the two (2) cast steel claws and lower slots to accept the swing bolts that are part of the snow plow attachment.

YES / NO    

The push plate shall be furnished with a top horizontal stiffener (22-7/8" long x 1-1/2" wide x 5/8" thick) and a bottom horizontal stiffener (26-3/4" long x 4" wide x 5/8" thick).

YES / NO    

The push plate shall be attached to the truck with a series of support plates welded

YES / NO

to the bottom stiffener and push plate and frame mounting angles welded to the top portion of the push plate and bolted to the truck frame.

The hitch shall also consist of a lever and two (2) connecting links to operate two (2) spring-loaded, 5-1/2" grade 8 pins, which secure the truck plate to the plow hitch.

YES  NO

The coupling and decoupling of the plow shall be accomplished without the use of tools.

YES  NO

Hitch painted Black.

YES  NO

**SNOW PLOW SPECIFICATIONS:**

**MEET SPECIFICATIONS**

WAUSAU HOME SAFE POWER REVERSIBLE TRIP EDGE SNOW PLOW WITH POLYMER MOLDBOARD

YES  NO

***GENERAL:***

These specifications describe a Power Reversible Trip Edge snow plow which shall be built from new material and definitely suited for continuous work under difficult conditions of snow removal.

***MOLDBOARD ASSEMBLY:***

**MEET SPECIFICATIONS**

The moldboard shall be not less than 42" high nor less than 10' long.

YES  NO

***POLYMER MOLDBOARD:***

**MEET SPECIFICATIONS**

The sheet shall be formed from polyethylene material, which is made from new resin (recycled material is not acceptable), and must be color impregnated and ultra violet stabilized to a "Schmidt Blue" pigmentation.

YES  NO

It shall be welded to a frame work which includes not less than ten (10) steel reinforcing ribs at least 1/2" thick and 3.5" wide and a lower moldboard reinforcement from not less than 4" x 3" x 1/2" steel angle so as to form a rigid structure.

YES  NO

The upper portion of the moldboard shall project over the cutting edge so as to form a continuous solid, integral snow shield and shall include an upper reinforcement from not less than 3" x 2.5" x 3/8" steel angle.

YES  NO

**CUTTING EDGE:**

Shall be three (3) in number (2@3' & 1@4') and shall be from 3/4" x 6" "Carbide" steel, punched to AASHO standards on 12" centers and supported by a reinforcement from not less than 4" x 4" x 3/4" steel angle.

The cutting edge shall be top punched.

**MEET SPECIFICATIONS**

YES  NO

YES  NO

**TRIPPING EDGE MECHANISM:**

Shall be of the single edge cover blade design, which shall activate whenever the cutting edge comes into contact with an obstruction on the pavement.

Trip activation shall be achieved through five (5) torsion springs from not less than 3/4" square wire, having a 3-3/4" O.D. with fifteen (15) active coils each.

Each spring shall be pinned in place in a horizontal position and shall butt to the lower moldboard reinforcement and to the cutting edge reinforcement.

Spring adjustment shall be provided so as to alter the precharge of springs for varying plowing conditions.

The plow shall be equipped with telescoping type hydraulic cylinders enabling the plow to be angled either left, right or straight ahead

Maximum angle to the left or right shall be 32 degrees.

**MEET SPECIFICATIONS**

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

**HYDRAULIC REVERSING:**

The hydraulic cylinders shall have hard chrome plated rods with .0014" per side of chrome.

The cylinders shall be 19.29" long from center mounting hole to center of mounting hole when retracted and shall have a stroke of 19.68".

The cylinders shall be heavy duty to allow for heavy snow plowing under severe conditions and shall be equipped with a hydraulic cushion valve mounted on the plow to protect the cylinders from damage.

The cylinder mounting holes shall be 1" diameter for use with 63/64" diameter pins.

The hydraulic port in the angling cylinders shall be 3/4-16 standard straight "O" ring thread.

The hoses used shall be standard 1/2" SAE 100R2 rated.

**MEET SPECIFICATIONS**

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

YES  NO

**PLOW COUPLING SYSTEM:**

**MEET SPECIFICATIONS**

Shall be a SQH Quick Hitch design, or equal, utilizing two (2) cast steel claws at the top.

YES  NO

The design shall incorporate the reversing cylinders, lift cylinders, and lift cylinder lifting arrangement to be part of the plow assembly so that when the complete plow is removed from the truck, only the mounting plate remains on the truck.

YES  NO

The hydraulic double acting-lifting cylinder shall be 4" bore 16-3/8" stroke with a 2" diameter rod.

YES  NO

The lifting cylinder shall have incorporated a 200 PSI relief valve to limit the down pressure of the plow to the ground to the proper limit.

YES  NO

The lifting cylinder arrangement shall incorporate a mechanical transport lock that shall take the weight of the plow off the hydraulic cylinder during transport, and shall act as a safety in the event of a hose failure during transport.

YES  NO

The hitch shall be a parallel lifting type consisting of two (2) parallel tubular push arms of 3" x 3" x 5/16" wall steel tubing and when the plow is carried in the raised position and angled right or left, the plow remains level to the pavement.

YES  NO

The hitch shall incorporate a turntable that allows oscillation of the plow with respect to the truck to allow the plow to follow the road contour.

YES  NO

This turntable shall consist of a pair of 3/4" thick vertical plates of 7-1/2" wide by 27-1/2" high with 4 slots, and a 1.58" diameter pivot pin.

YES  NO

The two halves shall be held together with four (4) bolts - 1" diameter, grade with castle nuts.

YES  NO

The system shall have two (2) adjustable spring arrangements to adjust the oscillation tension.

YES  NO

The plow shall incorporate a stand that can be used without tools, and shall allow the plow to stand during hitching, and after the plow is removed from the truck.

YES  NO

The entire process of hitching or unhitching from the truck shall be possible by one man in not more than 5 minutes.

YES  NO

**PAINT:**

**MEET SPECIFICATIONS**

Individual completed sections of the plow assembly should be shot-blasted, cleaned, primed with "low VOC" (FREE OF CHROMATES AND LEAD) white oxide primer.

YES  NO

**SPRAY GUARD:**

**MEET SPECIFICATIONS**

Shall bolt to the top moldboard flange or reinforcement.

YES  NO

It shall consist of a 12" wide x 3/8" thick rubber belt, metal retaining strap and necessary mounting hardware.

YES  NO

**CURB SHOE:**

**MEET SPECIFICATIONS**

An additional bumper shall be supplied at curbside of the moldboard (qty.1).

YES  NO

They shall be from a minimum of 3/4" x 6" steel, shall bolt at the cutting edge face and shall project 1" outside each end of the cutting edge.

YES  NO

36" flexible plow markers

YES  NO

Plow Jack Stand for storing of snowplow when not on truck.

YES  NO

**SALT SPREADER SPECIFICATIONS:**

**MEET SPECIFICATIONS**

**MAKE & MODEL:**

SWENSON MODEL EVA100-11-54-84-SS or approved equal.

YES  NO

**GENERAL:**

This specification shall describe a V-Box spreader capable of hauling and spreading free flowing granular materials from a minimum width of four (4) to forty (40) feet.

This unit shall consist of a 304 Stainless Steel body, discharge/feed auger, Spinner disc, power drive, and all components necessary to make a complete operating unit.

YES  NO

**BODY:**

**MEET SPECIFICATIONS**

The spreader hopper shall be constructed of 12 gauge 304 stainless steel with a 2" double crimped top edge forming for greater rigidity.

YES  NO

The hopper body length shall not be less than 11 feet with 24" longitudinals overhung for supporting the spinner assembly.

YES  NO

The hopper shall not be more than 84" outside width with side height not less than 54". YES  NO

The capacity of the hopper shall be 7.5 cubic yards at water level full. YES  NO

The body sides shall have not less than a forty five degree slope to insure free flow of material to auger. YES  NO

The body longitudinal shall be manufactured of 10 gauge 304 stainless steel. YES  NO

The channel cross sills shall be 7 gauge formed 304 stainless steel channel that ties the lower edge of the longitudinals to each side support. YES  NO

These cross supports shall be wide enough to allow the hopper box to be mounted on various width truck frames or slide into a dump body. YES  NO

Hopper to have dog house cutout in front. YES  NO

A 4" x 6" 304 stainless steel box beam will be elevated 3" above the top edge of the hopper, thus providing a longitudinal brace and hinge point for the top screens. YES  NO

**AUGER SYSTEM:**

**MEET SPECIFICATIONS**

There shall be a 10 gauge 304 stainless steel formed channel welded under the box beam to each side for additional side support. YES  NO

The body and auger longitudinals shall be electrically welded into a rugged solid unit with a continuous weld between the outside joint. YES  NO

There shall be 12 gauge 304 stainless steel side supports that extend the full angle height spaced on approximately two (2) centers. YES  NO

A heavy duty lift hook shall be provided at each corner. YES  NO

The rear endplate shall be reinforced inside to give it maximum strength. YES  NO

The auger system shall be 7" in diameter running longitudinally with the body, feeding material the full length of the hopper. YES  NO

The auger shall consist of a 4" O.D. pipe with a 2" cold rolled end shaft and fliting continuously welded the full length. YES  NO

The fliting shall be 1/2" thick and hard surfaced to a minimum of #55 Rockfell hardness. YES  NO

The fliting shall have three (3) different pitches so the hopper will unload evenly from the front, middle and rear. YES  NO

The auger shall be driven by an 18 H.P. hydraulic motor directly coupled by a spline shaft coupling.

YES  NO

The coupling shall be equipped with a grease fitting so that the motor spline and coupling can be lubricated.

YES  NO

The idler end of the auger shall be supported by a 4 bolt flange, heavy duty, dust sealed, self-aligning ball bearing.

YES  NO

The idler bearing must be able to be lubricated from the rear of the dump body.

YES  NO

Both the auger drive and idler end plate shall be manufactured from 3/8" steel.

YES  NO

An adjustable in height stainless steel inverted vee shall be provided to keep material load off the auger for easier auger start-up.

YES  NO

A protective grid shield shall be placed over the exposed auger outside the hopper.

YES  NO

***SPINNER ASSEMBLY:***

**MEET SPECIFICATIONS**

The distribution disc shall be at least 20" in diameter & made of 7 gauge 304 stainless steel and have six replaceable formed 7 gauge 304 stainless steel fins.

YES  NO

This disc shall be mounted on a cast iron replaceable hub and connected directly to the hydraulic motor.

YES  NO

The material shall be guided from the auger to the disc by means of two adjustable, internal, 12 gauge stainless steel deflector.

YES  NO

These deflectors shall control the spreader pattern from right to left by controlling where the material drops on the disc.

YES  NO

The entire spinner assembly shall be manufactured of not less than 12 gauge stainless steel, fully enclosed, and shall be adjustable in height.

YES  NO

There shall be four (4) spinner baffles, one front fixed, two side and one rear adjustable without use of tools.

YES  NO

The spinner disc shall be driven by an independent low speed high-torque "orbital type" motor.

YES  NO

This motor shall be directly coupled to the spinner hub thus eliminating any extra shaft or bearings.

YES  NO

The entire spinner assembly shall be capable of repositioning vertically without the use of special tools to allow the cleaning, storage, and unloading from the auger without the interference of the spinner assembly.

YES  NO

**TOP SCREENS:**

**MEET SPECIFICATIONS**

The top screens shall be constructed of 3/8" rods welded to form a 2.5" square mesh which is framed by a combination of 1/4" x 1 1/2" flat steel and 2" angle iron with the edge supports reinforced by 1/4" x 1" flat steel bar.

YES  NO

The screens shall be manufactured in sections not over 45" wide.

YES  NO

Each section shall be easily removable by using the "drop n loc" type hinge.

YES  NO

**OTHER OPTIONS TO BE INCLUDED:**

**MEET SPECIFICATIONS**

Stainless Steel tailgate latch bar mounted on rear of spreader.

YES  NO

Nylon straps and ratchet hold down kit two (2) per side with all stainless steel brackets for body and spreader

YES  NO

Auger feed gate metering device with crank.

YES  NO

Central grease zerk system for greasing all areas including the metering gate device

YES  NO

36" Rubber side shield full length of spreader down each side

YES  NO

135 gallon poly pre-wet tanks mounted on each side of spreader with all stainless steel mounting hardware

YES  NO

2" Female quick fill kit on tanks

YES  NO

Three (3) gallon V-Box pre-wet flush kit installed on spreader

YES  NO

**PAINTING:**

All stainless steel shall be left unpainted.

YES  NO

**ICE CONTROL LIQUID DISPENSING SYSTEM**

**MEET SPECIFICATIONS**

It is the intent of this specification to describe an on board pre-wetting system for dispensing measured amounts of calcium chloride and other chemicals used in snow and ice control.

Construction and components used shall be non-ferrous and/or corrosion resistant.

YES  NO



System supplied shall be complete with pump, nozzles, hoses, fittings, wiring, tank, and mounting hardware installed and fully operational. YES  NO

Entire pre-wet system and all components must be furnished by the same company who manufactures the spreader control. YES  NO

Pump unit mounted within a Blue NEMA 4X fiberglass enclosure that mounts to the outside of the stainless steel tank mounting bracket. YES  NO

Plumbing components shall be constructed of heavy duty, glass reinforced polypropylene or brass except check valves. YES  NO

The suction line to the pump shall be 3/4" reinforced black EPDM with 150 PSI rating and the pressure line shall be 1/2" reinforced black EPDM with 150 PSI rating. YES  NO

A 3/4" filter with 304 stainless steel 20 mesh screen and removable cleanout bowl will be installed in the suction line. YES  NO

Bulk fill shall be through a 2" cam lock style w/cap to allow bottom filling the reservoir(s) at an equal rate. YES  NO

The wiring harness supplied must incorporate an element resistant connector from the flow meter and interfacing with the spreader control. YES  NO

Liquid pumping system shall come complete with all plumbing, pump with an enclosure, and mounting hardware. YES  NO

The control shall provide on/off, variable rate control and low liquid level indication integrated with the specified controller. YES  NO

While in the blast mode the liquid will be able to go to max. trim, max. rate, or pre-set rate. YES  NO

Shall be able to run a separate PWM valve and have a separate adjustment for the PWM that the valve is running. YES  NO

The valve will also have to have its own min. and max. trim. YES  NO

A variable displacement orifice tube providing an extended range of liquid material flow shall be positioned at the spinner assembly. YES  NO

Unit to come with a 96" wide anti-icing spray bar with nozzles. YES  NO

Spray bar shall mount into receiver hitches, mounted on rear of vehicle. YES  NO

Spray bars shall be constructed of "Stainless Steel".

YES  NO

**SPECIAL EQUIPMENT SPECIFICATION NOTES:**

**MEET SPECIFICATIONS**

Unit must be completed and delivered to the Village of Downers Grove within ninety (90) days of award of contract.

YES  NO

Equipment dealer must be a factory authorized distributor for all equipment furnished.

YES  NO

Bidder must be an authorized chassis dealer.

YES  NO

Dump Body, Snow Plow, Plow Hitch & Spreader will have three (3) years full warranties on parts and labor.

YES  NO

All other equipment must have a Full One (1) Year warranty

YES  NO

Equipment dealer must have a 24 hour, seven days a week emergency phone number for parts, service or any help needed during a break down.

YES  NO

A letter from the equipment dealer stating all warranties must be furnished in writing at time of bid, for bid to be considered.

YES  NO

There will be a pre-construction meeting with the equipment installer at time of chassis arrival to their facility.

YES  NO

There will be a pre-paint inspection with the equipment installer, within three weeks after pre-construction meeting.

YES  NO

All below items must be furnished and will be used to evaluate the award of the bid. Literature featuring the exact requested items must be furnished on the following:

Dump Body

YES  NO

Snow Plow

YES  NO

Scraper

YES  NO

Snow Plow Hitch

YES  NO

Hydraulic Components

YES  NO

Salt Spreader

YES  NO

Body company quote sheet with an entire parts break down of all items being furnished in this bid.

YES  NO

Equipment Warranty Letter

YES  NO

MUNICIPAL REFERENCE LIST

Municipality: PORTER COUNTY HWY DEPT  
Address: 1955 SOUTH STATE RD #2  
Telephone # VALPARAISO, IN. 219 707 8266  
Contact Name ANDY MCKAYE

Municipality CITY OF VALPARAISO  
Address: 406 DON HOVEY DRIVE  
Telephone # VALPARAISO IN 46383 219 462 4612 EXT 4025  
Contact Name DARREL DISHMAN

Municipality: LAKE COUNTY HWY DEPT  
Address: 2293 NORTH MAIN ST.  
Telephone # CROWN POINT IN 46307 219 663 0525  
Contact Name KENNY - MARCUS MALCZEWSKI

Municipality: CITY OF LAKE STATION  
Address: 1969 CENTRAL AVE  
Telephone # LAKE STATION IN 46405 219 781 7138  
Contact Name MICHAEL DELTORO

Municipality: NEWTON COUNTY HWY  
Address: 3653 S. 275 W.  
Telephone # MOROCCO IN 48963 219 285 2595  
Contact Name AUDREY ROTHGEB.

Municipality: CITY OF HOBART  
Address: 340 S. SHELBY ST  
Telephone # HOBART IN 46342 219 942 6121  
Contact Name JOHN DUBACH

Municipality \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Contact Name \_\_\_\_\_

Municipality \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Contact Name \_\_\_\_\_

**DETAIL EXCEPTIONS SHEET**

**EXCEPTIONS:** Any exceptions must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH THE *BID/CONTRACT FORM*.

Bidder's exceptions are:

Item # \_\_\_\_\_

*No EXCEPTIONS*

Item # \_\_\_\_\_

Item # \_\_\_\_\_

Item # \_\_\_\_\_

Item # \_\_\_\_\_

Item # \_\_\_\_\_

Item # \_\_\_\_\_

Item # \_\_\_\_\_

**IV. BID/CONTRACT FORM**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award BIDDER:**

POZZO TRUCK CENTER, INC.  
Company Name

Date: 06/02/2014

3001 E 15th PLACE  
Street Address of Company

mdmatusak@gmail.com  
Email Address

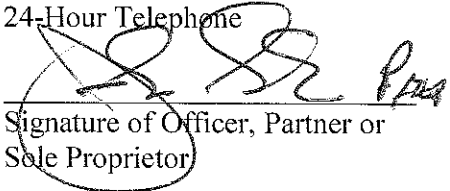
GARY, INDIANA 46403  
City, State, Zip

Mike Matusak  
Contact Name (Print)

219-883-8581  
Business Phone

800-866-1177  
24-Hour Telephone

219-882-1685  
Fax

  
Signature of Officer, Partner or  
Sole Proprietor

Judson Salmon, President  
Print Name & Title

ATTEST: If a Corporation

Amanda Rosenthal Sec Treas  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

COPY

**IV. BID/CONTRACT FORM (Continued)**

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

<b>ONE (1) SINGLE DUMP BODY, HOIST, SNOW PLOWS, SALT SPREADER AND HYDRAULIC SYSTEM</b>			
Unit Bid:	<u>2014</u>	<u>MACK</u>	<u>GU532</u>
	Year	Make	Model
TOTAL BID:		\$	<u>182,334.00</u>

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.		
Will you be utilizing a subcontractor?	<u>YES</u>	NO
If yes, have you included all required information with your bid submittal?	<u>YES</u>	NO

- OR -

NO BID - Keep our company on your Bidders List	:Signature :Date
NO BID - Remove our company from your Bidders List	:Signature :Date



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: POZZO TRUCK CENTER, INC.  
ADDRESS: 3001 E 15th PLACE  
CITY: GARY  
STATE: INDIANA  
ZIP: 46403  
PHONE: 219-883-8581 FAX: 219-882-1685  
TAX ID #(TIN): 35-0999051

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Corporation
- Government Agency
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation

SIGNATURE: [Signature] DATE: 6/2/14

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Pozzo Truck Center, INC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>3001 E 15TH Place</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Gary IN 46403-3679</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
35	-	0999051							

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Linda Salmon V.P.</i>	Date ▶ <i>4/27/14</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## **BIDDER'S CERTIFICATION** (page 1 of 3)

With regard to Bid No.CFB-0-43-2014/TT, bidder Pozzo Truck Center, Inc. hereby certifies  
(Name of Project) (Name of Bidder)

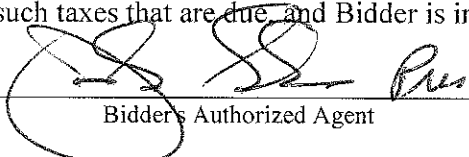
the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract. Bidder certifies that bidder and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment

**BIDDER'S CERTIFICATION (page 2 of 3)**

of all such taxes that are due, and Bidder is in compliance with the agreement.

BY:

  
Bidder's Authorized Agent

3 5 - 0 9 9 9 0 5 1

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or

Social Security Number

STATE OF INDIANA

COUNTY OF LAKE

Subscribed and sworn to before me

this 2nd day of June,

2014

  
Notary Public Gwen L. Field

Commission Expiration: 01/12/2016  
Lake County Resident

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of Indiana,  
which operates under the Legal name of Pozzo Truck Center, Inc.,  
and the full names of its Officers are as follows:

President: Judson Salmon

Secretary: Amanda Rosenthal

Treasurer: Amanda Rosenthal

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership NA**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_

(c) Sole Proprietor NA

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_

6. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

INSURER'S NAME The Travelers

AGENT Pampalone Insurance Agency

Street Address 6695 Broadway

City, State, Zip Code Merrillville, IN 46430

Telephone Number ( ) 219-736-6000

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: POZZO TRUCK CENTER, INC.

Print Name and Title of Authorizing Signature: Judson Salmon, President

Signature: 

Date: 6/3/14

**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Bidder: POZZO TRUCK CENTER, INC.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

Teamsters Local 142 Apprenticeship Program

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: Judson Salmon, President

Signature:  Pres

Date: 6/2/14



## Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.**

Company Name: Pozzo Truck Center, Inc.

Address: 3001 E 15th Place

City: Gary Zip Code: 46403

Telephone: ( 219 ) 883-8581 Fax Number: ( 219 ) 882-1685

E-mail Address: mdmatusak@gmail.com

Authorized Company Signature: 

Print Signature Name: Judson Salmon Title of Official: President

Date: 6/2/14

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

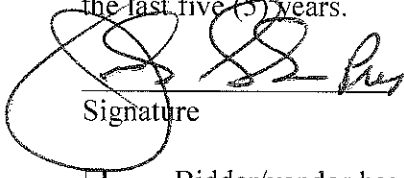
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

Judson Salmon, Pres.  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name