FULLY EXECUTED - CHANGE 3 Contract Number: 4400017280 Original Contract Effective Date: 06/29/2017

Contract Change Date: 10/02/2020



Valid From: 06/08/2017 To: 11/30/2021 All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities **Purchasing Agent** Name: Constance Ralph Your SAP Vendor Number with us: 136083 Phone: 717-703-2931 Fax: 717-783-6241 Supplier Name/Address: FIVE STAR INTERNATIONAL LLC 1810 S 19TH ST HARRISBURG PA 17104-3205 US Please Deliver To: To be determined at the time of the Purchase Order unless specified below. Supplier Phone Number: 717-986-1500 Supplier Fax Number: 717-986-1510 **Contract Name: Payment Terms** Highway Support Vehicles Supplement 1 NET 30 Solicitation No.: Issuance Date: Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date: This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference. Item Material/Service UOM Price Per Total Qty Unit *** Validity Period Changed *** 2 Truck Fuel Supply 1800 GAL 0.000 Each 188,541.50 0.00 DIESEL&DEF Valid from 06/20/2017 to 11/30/2018 Price(Contract/Bid) 183,050.00 USD 1 EA Valid from 12/01/2018 to 12/31/9999 Price(Contract/Bid) 188,541.50 USD 1 EA **Item Text** Truck, Fuel Supply, with 1,800 GAL DIESEL and DEF FLUID TANKS, With automatic transmission, pursuant to PA DOT specification 056150 *** Validity Period Changed *** Information:

Title

Date

Supplier's Signature _____

Printed Name



FULLY EXECUTED - CHANGE 3 Contract Number: 4400017280

Original Contract Effective Date: 06/29/2017

Contract Change Date: 10/02/2020 Valid From: 06/08/2017 To: 11/30/2021

Supplier Name:

FIVE STAR INTERNATIONAL LLC

Item	Material/Service	Qty	UOM	Price	Per	Total	
_	Desc	0.000	□ b	4 004 75	Unit		0.00
3	ENGINE COMPRESSION BRAKE OPTION	0.000	Each	1,261.75	1		0.00
	Valid from 06/20/2017 to 11/						
	,	25.00 USD 1 E	ΞA				
	Valid from 12/01/2018 to 12/		٠.٨				
_	Price(Contract/Bid) 1,2	61.75 USD 1 E	:A 				
	*** Validity Period Change	ed ***					
4	Truck Fuel Supply 1800gl GAS&DIESEL&DEF	0.000	Each	207,081.50	1		0.00
	Valid from 06/20/2017 to 11/	30/2018					
	Price(Contract/Bid) 201,	050.00 USD 1	EA				
	Valid from 12/01/2018 to 12/						
	Price(Contract/Bid) 207,	081.50 USD 1	EA				
Item '							
	, Fuel Supply with 1,800 gallon (minimum) tank	•	EL and DEF FLU	ID TANKS, W/AUTO and	d		
auton	natic transmission, pursuant to PA DOT specific	cation 056550					
	*** Validity Period Change	ed ***					
5	ENGINE COMPRESSION BRAKE OPTION	0.000	Each	1,158.75	1		0.00
	Valid from 06/20/2017 to 11/						
	Price(Contract/Bid) 1,2	25.00 USD 1 E	ΞA				
	Valid from 12/01/2018 to 12/						
	Price(Contract/Bid) 1,1	58.75 USD 1 E	ΞA				
-		General Require	ments for all	Items:			
Head	er Text						
This	contract is from IFB # 6100042825 and incorpor	ates all terms and con	ditions of this IFB	i.			
Conta	act Information:						
Ralph	Constance						
Comn	nodity Specialist						
	Valnut St., 6th Floor						
	sburg, PA 17101-1914						
	03.2931						
	tance@pa.gov						
No fu	rther information for this Contract						
Infori	mation:						

FULLY EXECUTED - CHANGE 2 Contract Number: 4400017280 Original Contract Effective Date: 06/29/2017

Contract Change Date: 05/20/2019



Valid From: 06/08/2017 To: 11/30/2020 All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities **Purchasing Agent** Name: Constance Ralph Your SAP Vendor Number with us: 136083 Phone: 717-703-2931 Fax: 717-783-6241 Supplier Name/Address: FIVE STAR INTERNATIONAL LLC 1810 S 19TH ST HARRISBURG PA 17104-3205 US Please Deliver To: To be determined at the time of the Purchase Order unless specified below. Supplier Phone Number: 717-986-1500 Supplier Fax Number: 717-986-1510 **Contract Name: Payment Terms** Highway Support Vehicles Supplement 1 NET 30 Solicitation No.: Issuance Date: Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date: This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference. Item Material/Service UOM Price Per Total Qty Unit *** Validity Period Changed *** 2 Truck Fuel Supply 1800 GAL 0.000 Each 188,541.50 0.00 DIESEL&DEF Valid from 06/20/2017 to 11/30/2018 Price(Contract/Bid) 183,050.00 USD 1 EA Valid from 12/01/2018 to 12/31/9999 Price(Contract/Bid) 188,541.50 USD 1 EA **Item Text** Truck, Fuel Supply, with 1,800 GAL DIESEL and DEF FLUID TANKS, With automatic transmission, pursuant to PA DOT specification 056150 *** Validity Period Changed *** Information:

Title

Date

Supplier's Signature _____

Printed Name



FULLY EXECUTED - CHANGE 2 Contract Number: 4400017280

Original Contract Effective Date: 06/29/2017

Contract Change Date: 05/20/2019 Valid From: 06/08/2017 To: 11/30/2020

Supplier Name:

FIVE STAR INTERNATIONAL LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total	
3	ENGINE COMPRESSION BRAKE OPTION	0.000	Each	1,261.75	1		0.00
	Valid from 06/20/2017 to 11/3 Price(Contract/Bid) 1,23		ĒΑ				
	Valid from 12/01/2018 to 12/3 Price(Contract/Bid) 1,20		:A				
	*** Validity Period Changed ***						
4	Truck Fuel Supply 1800gl GAS&DIESEL&DEF	0.000	Each	207,081.50	1		0.00
	Valid from 06/20/2017 to 11/3 Price(Contract/Bid) 201,	050.00 USD 1	EA				
	Valid from 12/01/2018 to 12/3 Price(Contract/Bid) 207,0		EA				
Item 1							
	Fuel Supply with 1,800 gallon (minimum) tank atic transmission, pursuant to PA DOT specific	•	EL and DEF FLUIC	D TANKS, W/AUTO and	d 		
	*** Validity Period Change	ed ***					
5	ENGINE COMPRESSION BRAKE OPTION		Each	1,158.75	1		0.00
	Valid from 06/20/2017 to 11/3 Price(Contract/Bid) 1,23		ΞA				
	Valid from 12/01/2018 to 12/3 Price(Contract/Bid) 1,15		ĒΑ				
		General Require	ments for all l	 tems:			
	er Text						
This c	ontract is from IFB # 6100042825 and incorpora	ates all terms and con	ditions of this IFB.				
Conta	ct Information:						
	Constance						
	nodity Specialist /alnut St., 6th Floor						
	burg, PA 17101-1914						
	03.2931						
rconst	ance@pa.gov						
No fur	ther information for this Contract						
Inforn	nation:						

0.00



All using Agencies of the Commonwealth, Participating Politic Subdivision, Authorities, Private Colleges and Universities					
Your SAP Vendor Number with us: 136083					
Supplier Name/Address: FIVE STAR INTERNATIONAL LLC					

Purchasing Agent Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

FULLY EXECUTED - CHANGE 1 Contract Number: 4400017280 Original Contract Effective Date: 06/29/2017

Contract Change Date: 05/29/2018 Valid From: 06/08/2017 To: 11/30/2019

Supplier Phone Number: 717-986-1500 Supplier Fax Number: 717-986-1510

1810 S 19TH ST

Contract Name: Highway Support Vehicles Supplement 1

HARRISBURG PA 17104-3205 US

Payment Terms NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service	Qty	UOM	Price	Per	Total
	Desc	_			Unit	
	k Fuel Supply 1800 GAL SEL&DEF	0.000	Each	183,050.00	1	0.00
	Valid from 06/20/2017 to 11					
	Price(Contract/Bid) 183	,050.00 USD 1	EA			
	Valid from 12/01/2018 to 12	/31/9999				
	Price(Contract/Bid) 188	,541.50 USD 1	EA			

Item Text

Truck, Fuel Supply, with 1,800 GAL DIESEL and DEF FLUID TANKS, With automatic transmission, pursuant to PA DOT specification 056150

3 ENGINE COMPRESSION BRAKE 0.000 Each 1,225.00 **OPTION**

Valid from 06/20/2017 to 11/30/2018

Price(Contract/Bid) 1,225.00 USD 1 EA

miormation:		
Supplier's Signature	Title	-
Printed Name	Date	



FULLY EXECUTED - CHANGE 1 Contract Number: 4400017280

Original Contract Effective Date: 06/29/2017

Contract Change Date: 05/29/2018 Valid From: 06/08/2017 To: 11/30/2019

Supplier Name:

FIVE STAR INTERNATIONAL LLC

Item Material/Service Qty UOM Price Per Total Desc Unit Valid from 12/01/2018 to 12/31/9999 Price(Contract/Bid) 1,261.75 USD 1 EA Field Changed: PRICE Old Value: 1261.75 New Value: 1225.00 4 Truck Fuel Supply 1800gl 0.000 Each 201,050.00 0.00 1 GAS&DIESEL&DEF Valid from 06/20/2017 to 11/30/2018 Price(Contract/Bid) 201,050.00 USD 1 EA Valid from 12/01/2018 to 12/31/9999 Price(Contract/Bid) 207,081.50 USD 1 EA **Item Text** Truck, Fuel Supply with 1,800 gallon (minimum) tank body with GAS, DIESEL and DEF FLUID TANKS, W/AUTO and automatic transmission, pursuant to PA DOT specification 056550 Field Changed: PRICE Old Value: 207081.50 New Value: 201050.00 5 ENGINE COMPRESSION BRAKE 1,225.00 0.00 0.000 Each **OPTION** Valid from 06/20/2017 to 11/30/2018 Price(Contract/Bid) 1,225.00 USD 1 EA Valid from 12/01/2018 to 12/31/9999 Price(Contract/Bid) 1,158.75 USD 1 EA Field Changed: PRICE Old Value: 1158.75 1225.00 New Value: **General Requirements for all Items: Header Text** This contract is from IFB # 6100042825 and incorporates all terms and conditions of this IFB.

Contact Information:

Ralph Constance Commodity Specialist 555 Walnut St., 6th Floor Harrisburg, PA 17101-1914 717.703.2931 rconstance@pa.gov

Information:

Page 3 of 3



FULLY EXECUTED - CHANGE 1 Contract Number: 4400017280

Original Contract Effective Date: 06/29/2017

Contract Change Date: 05/29/2018 Valid From: 06/08/2017 To: 11/30/2019

Supplier Name:

FIVE STAR INTERNATIONAL LLC

No further information for this Contract	
Information:	





All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 136083

Supplier Name/Address:

FIVE STAR INTERNATIONAL LLC 1810 S 19TH ST

HARRISBURG PA 17104-3205 US

Supplier Phone Number: 717-986-1500 Supplier Fax Number: 717-986-1510

Contract Name:

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Information:

Highway Support Vehicles Supplement 1

Matarial/Camria

Payment Terms

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FULLY EXECUTED

Purchasing Agent Name: Constance Ralph

Phone: 717-703-2931 **Fax:** 717-783-6241

Please Deliver To:

Contract Number: 4400017280 Original Contract Effective Date: 06/29/2017 Valid From: 06/08/2017 To: 11/30/2018

> To be determined at the time of the Purchase Order unless specified below.

> > D::--

D--

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NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

O4.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	lotai
	ck Fuel Supply 1800 GAL SEL&DEF	0.000	Each	183,050.00	1	0.00
1	Supply, with 1,800 GAL DIESEL and DEF FLUI ication 056150	D TANKS, With a	automatic trai	nsmission, pursuant to PA		
	GINE COMPRESSION BRAKE	0.000	Each	1,225.00	1	0.00
	ck Fuel Supply 1800gl S&DIESEL&DEF	0.000	Each	201,050.00	1	0.00

Truck, Fuel Supply with 1,800 gallon (minimum) tank body with GAS, DIESEL and DEF FLUID TANKS, W/AUTO and automatic transmission, pursuant to PA DOT specification 056550

Supplier's Signature	Title	
Printed Name	Date	





FULLY EXECUTED

Contract Number: 4400017280 Original Contract Effective Date: 06/29/2017 Valid From: 06/08/2017 To: 11/30/2018

Supplier Name:

FIVE STAR INTERNATIONAL LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
5 ENG OPT	GINE COMPRESSION BRAKE FION	0.000	Each	1,225.00	1	0.00

General Requirements for all Items:

Header Text

This contract is from IFB # 6100042825 and incorporates all terms and conditions of this IFB.

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov

No further information for this Contract

Information:	

IFB# 6100042825 Highway Support Vehicles

Specification Part 1 IFB# 6100042825

1. <u>CONTRACT SCOPE/OVERVIEW:</u> Any Contract resulting from this Bid No. 6100042825 will cover the requirements of The Commonwealth of Pennsylvania for the "Highway Support Vehicles" as cited in the Invitation for Bid (IFB) document.

2. PRICE ADJUSTMENTS

- a. Prices established in the Contract shall remain fixed for the first year of the Contract. Thereafter, Contractor may request a price increase. However, Contractor shall not request, and the Department will not entertain, more than one request for a price increase for each subsequent year.
- b. Any requests for increases in prices must be supported by substantial, relevant evidence that the costs for the provision of services have increased in an amount that meets or exceeds the value of the requested increase.
- c. The Department reserves the exclusive right to approve or deny a requested increase and to determine the amount of the increase. The Department's determination regarding price increases is final, binding on all parties, and not subject to appeal
- d. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the Commonwealth.
- e. Contract price increases may not exceed more than three percent per year.
- f. Requests for increases are required to be made in writing and no later than 60 days before the annual anniversary date of the contract.
- 3. <u>LAST DATE AND TIME FOR SUBMITTING QUESTIONS:</u> All bid documents should be reviewed and questions prepared prior to the pre-bid meeting.
- 4. <u>PICK-UP SITE:</u> The Contractor must have a site within the confines of the Commonwealth of Pennsylvania for participating Local Public Procurement Units to pick up their vehicle(s), if they choose to pickup rather than have the vehicle(s) delivered.
- **5. AWARD:** ALL LOTS WILL BE AWARDED ON A LOT BY LOT BASIS TO THE SINGLE RESPONSIBLE, RESPONSIVE BIDDER PROVIDING LOWEST PRICING PER EACH LOT.
- 6. PRICING OPTIONS: In order to facilitate the delivery of an In-stock or Pool vehicle in a more expedient manor than ordering a truck built to Specification or to allow for minor changes in specification to meet agency needs, the ordering unit may agree to specification changes up-to and including \$5000.00 as determined based on Dealer invoice. Changes shall be noted on the PO header or line item text and the PO shall reflect the adjusted Price. A copy of the dealer invoice with the applicable items changed, clearly marked shall accompany the vehicle at delivery.

Separate "NO LOAD" line items in each lot for CNG (Compressed Natural Gas) will not be included in the calculation for award. These items shall be factory installed or factory authorized options. If not available no response is required and in any event will not be considered in the award calculation.

7. <u>DELIVERY</u>: The contractor must deliver all units within Two-Hundred Forty (240) calendar days after receipt of a purchase order, issued against the contract. It shall be assumed by all parties that the contractor received the purchase order on the third business day following the day on the purchase order, unless the contractor provides credible evidence that the order was received on a later date.

IFB# 6100042825 Highway Support Vehicles

Delivery to be in accordance to PCID 1075 and/or PCID 1067 requirements.

- 8. ADDITIONAL DELIVERY CHARGES (Participating Local Public Procurement Units ONLY): Participating Local Public Procurement Units will pick up ordered equipment at the Contractor(s)'s place of business or have the equipment delivered by the Contractor for an additional CHARGE PER VEHICLE of \$500.00.
- 9. SHIPPING: Shall be in accordance with normal industry standards and at FOB Destination terms.
- 10. MINIMUM ORDER: The minimum order qualifying for F.O.B. Destination delivered prices shall be one (1) unit. (It is understood that prices bid & awarded are at FOB Destination delivered pricing that includes all delivery, shipping & handling, and set-up charges to the Commonwealth ordering agency's location, as stated in the Purchase Order).
- 11. STANDARD WARRANTY: The price shall include the standard manufacturer's warranty for all products provided if that warranty is greater than warranty required in the attached Terms and Conditions or PCID-1067 or PCID - 1075.
- 12. Pre-Bid CONFRENCE: Pre-Bid conference will take place on 10/04/2016 and 10:00 AM at

DEPARTMENT OF GENERAL SERVICES 555 WALNUT STREET, 6TH FLOOR HARRISBURG, PA 17101 **CONFERENCE ROOM 1.**

Public parking is no longer available in the Forum Place Garage. There is a public parking garage located across the street on 5th Street.

13. POINT OF CONTACT AND MONTLY REPORTS:

Monthly Reports and other emails shall be addressed to: Joslyn Thomas **Business Analyst** ioslthomas@pa.gov

14. INQUIRIES:

Direct all inquiries to the following Ralph Constance (YS4) Department of General Services **Bureau of Procurement** Forum Place, 6th Floor 555 Walnut Street Harrisburg, PA 17101-1914

E-Mail: rconstance@pa.gov

056150 & 056550

TRUCK CHASSIS WITH 1,800 GAL FUEL TANK (MINIMUM) BODY

1,800 GAL DIESEL, W/DEF FLUID TANK, W/AUTO. TRANSMISSION (056150)
1,800 GAL GAS/DIESEL, W/DEF FLUID TANK, W/AUTO. TRANSMISSION (056550)

INDEX

I. GENERAL TRUCK SPECIFICATIONS:

- A. Intent Statement
- B. Weight Distribution
- C. Power-train Overview
- D. Vehicle Components
 - 1. Backup Alarm
 - 2. Axle and Suspension Front
 - 3. Axle and Suspension Rear
 - 4. Brakes
 - 5. Cab
 - 6. Chassis
 - 7. On Board Grease System
 - 8. Drive Line
 - 9. Electrical
 - 10. Engine
 - 11. Engine Accessories
 - 12. Exhaust
 - 13. Fast Lube Oil Change System (FLOCS)
 - 14. Frame and Frame Extension
 - 15. Instrumentation
 - 16. Lights Warning
 - 17. Paint
 - 18. Safety
 - 19. Steering
 - 20. Tanks Fuel
 - 21. Wheels/Tires
 - 22. Transmission

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

- E. Tank Body & Equipment:
 - 1. Tank Body-Installation
 - 2. DEF Tank, Cabinet
 - 3. Tank, Calibration
 - 4. Tank, Catwalk
 - 5. Tank, Compartments
 - 6. Tank, Decals and Signs
 - 7. Tank, Fenders
 - 8. Tank Filter System
 - 9. Tank, Fire Extinguishers
 - 10. Tank Flashing
 - 11. Tank Identification
 - 12. Tank, Ladder
 - 13. Tank Light-Warning
 - 14. Tank, Manholes and Bottom Loading
 - 15. Tank, Meters
 - 16. Tank, Nozzle, Gasoline
 - 17. Tank, Nozzle, Diesel
 - 18. Tank, Paint
 - 19. Tank, Piping
 - 20. Tank, Power-Take-Offs (PTOs)
 - 21. Tank, Pump, Gasoline
 - 22. Tank, Pump, Diesel Fuel
 - 23. Tank, Pump-Mounting, Gasoline & Diesel
 - 24. Tank, Reels
 - 25. Tank Emergency, Shut-Down System
 - 26. Tank, Sump
 - 27. Tank, Weight Distribution
 - 28. Tank, Wiring and Lighting
- II. DRAWINGS:
- III. <u>MANUALS</u>:
- IV. TRAINING:
- V. <u>WARRANTY</u>:

I. GENERAL TRUCK SPECIFICATIONS:

A. <u>INTENT STATEMENT</u>:

The purpose of these specifications is to describe a vehicle for use by the Department to service road construction and maintenance equipment with gasoline and diesel fuel (code 056550) and a DEF fluid tank or diesel fuel only (code 056150) and a DEF fluid tank. The vehicle shall consist of a conventional cab, dual rear wheels and rear axle drive, equipped with tank and dispensing equipment as described.

NOTE: Pennsylvania Department of General Services, PCID No. 1075, "General Requirements for Bidding PENNDOT Vehicles/Equipment", most current version effective at the time and date of bid opening, is included as a part of this specification. PCID No. 1075 may be reviewed and downloaded from the Department of General Services website, http://www.dgs.state.pa.us.

Delivery as required per Department of General Service PCID NO. 1075 Section "G". All units must be delivered within **270** days after receipt of the purchase order by the successful bidder.

B. WEIGHT DISTRIBUTION:

Weight Slip shall be provided with the pilot model for the unit supplied.

It is understood that the components specified are minimum and if the truck manufacturer's Engineering Department recommends or deems necessary, due to their particular weight distribution, a larger component or a larger GAWR totally, the burden of responsibility is hereby placed upon the Manufacturer's Engineering Department to supply a unit that is totally engineered.

- 1. Frame
- 2. Axle
- 3. Tires
- 4. Steering unit and components
- 5. Rims
- 6. Suspension
- 7. Brakes
- 8. Any other items as required

The dynamic and static loads created by the unit, plus operational stresses, must be reviewed to ensure the Commonwealth of a properly designed/engineered unit.

The vehicle shall be certified for _____LB Gross Vehicle Weight Rating (GVWR). The GVWR shall be identified in the cab or on the door as the final complete certification label (minimum rating).

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

C. <u>POWER TRAIN OVERVIEW</u>:

NOTE: LUBRICANTS FOR FRONT AXLE HUBS AND DIFFERENTIALS, AUTOMATIC TRANSMISSIONS, TRANSFER CASES AND ALL REAR DIFFERENTIALS SHALL MEET OR EXCEED ALL APPROPRIATE MIL AND SAE SPECIFICATIONS FOR SYNTHETIC LUBRICANTS AND SHALL HAVE ALL PLUGS IDENTIFIED AS SYNTHETIC OR PAINTED RED. (The OEM shall provide written exemption if synthetic oil is not installed).

ENGINE DIESEL – **ENGINE**- CUMMINS ISL9 or L9 MIN. 330 HP AT GOVERNED RPM, MIN, 1,000 LB/FT TORQUE. SHALL MEET LATEST EPA EMMISSIONS.

TRANSMISSION – AUTOMATIC ALLISION 3500 RDS Series 6 SPEED

3000 RDS Series 6 SPEED

Automatic transmission cooler lines shall be stainless steel or a **preapproved** no-rusting material.

REAR AXLE – 23,000 LB. Min. DANA, Meritor or Mack in accordance with the specification.

NOTE: All rear axles must provide axle shafts with a minimum diameter of 2.19 inch at the spline.

NOTE: REAR AXLE/S SHALL HAVE AN EXTENDED BREATHER TUBE TO PREVENT DEBRIS BUILDUP.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

D. <u>VEHICLE COMPONENTS</u>:

1. <u>ALARM - BACKUP</u>:

Ecco model 450 (rubber mounted) Installed.

2. AXLE AND SUSPENSION FRONT:

16,000 LB capacity, minimum.

Front spring rating shall be equal or greater than the axle rating supplied.

The front axle, drag links and tie rods shall have grease zerks installed.

Sufficient tire clearance at maximum turning angles.

Complete "STEMCO" oil seal assembly, including hub, plug type window and "GUARDIAN" seal, or approved equal.

Each unit shall have the front end aligned.

The front axle king pin bushings shall be the bronze type.

The king pins shall be manufactured to produce even flow of grease to all vital front end areas of the knuckle assembly.

The pin or bushing shall be grooved to permit grease flow.

Setback front axle is unacceptable. Setback axle constitutes anything with a measurement from bumper-to-axle (before frame extension) "BA", not to exceed 37 inch.

3. AXLE AND SUSPENSION REAR:

Rear spring rating shall be equal or greater than the axle rating supplied.

See Power Train Overview for acceptable axle.

STEMCO GUARDIAN rear wheel seals, or approved equal.

Magnetic drain plug.

Torque-proportioning traction-assist device or a traction device is required. The device shall provide maximum traction to rear wheels when actuated. The traction-assist device shall be driver actuated by a dash mounted traction control switch.

ALUMINUM OR LIGHTWEIGHT HOUSING IS NOT ACCEPTABLE.

NOTE: Rear axle ratio selection will be made after the award and may be a mix of ratios as required. The successful vendor/manufacturer shall present three (3) computer runs showing the three (3) most likely ratios for consideration for a speed range of 55 MPH to 65 MPH max. This information shall be presented at the pre-build meting.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

D. <u>VEHICLE COMPONENTS</u>: (Continued)

4. BRAKES:

Braking System: Full air in compliance with the most current FMVSS requirements.

The ABS shall incorporate a diagnostic fault switch that is capable of illuminating a fault light for diagnostic purposes. The switch shall be easily accessible and can be either dash or under-dash mounted. A dash-mounted display that will show all SAE message descriptions for the ABS is an acceptable means of diagnostics in lieu of the fault switch.

Rear brakes: 16.5 inch x 7 inch "S" cam with quick change type single or double pin. (No substitute - standardization).

Drum brakes shall have automatic slack adjusters and they shall be clearance sensing type only, and they shall be clearance sensing with adjustment on application of the brake (no substitute).

Steer axle brake: 16.5 inch x 5 inch or 16.5 inch in x 6 inch, "S" cam or a power front disc brake system providing equal performance. Quick change type single or double anchor pin if drum type brakes are furnished.

Backing plates on all drum brakes.

Air compressor: Manufacturers Standard

Buzzer-type, low air pressure indicator. Compressor shall be fitted with a safety valve to prevent mechanical failure.

Parking brake: Rear wheels, spring-type, MGM 30/30 or ANCHORLOCK 30/30 gold seal chambers (no substitute). Parking brake shall provide modulated emergency braking via the foot valve in the event of a rear service system failure.

Air tank: Automatic drain valve, with heater on wet (first) tank. Each of the remaining air tanks shall have a manual drain valve.

Air dryer: With heater, mounted away from road splashing and a minimum of 20 inches above road surface. Dryer shall be compatible with the body company clearance requirements for subframe, valve body, etc. Per: Haldex DRYest or Bendix AD-IP installation made in concurrence with the air compressor manufacturer's recommendations.

Air dryer shall be placed to accommodate the changing of filter cartridges without disconnecting any hoses or removing dryer base from its mounting location. Final mounting location shall be determined at Pre-Build meeting. All electrical connectors for drain valve and air dryer shall be covered with heat shrink material or have sealed connections.

Brake valve shall be mounted away from road splashing.

System shall be equipped with anti-compounding to prevent mechanical failure of the foundation brakes, slack adjusters, etc.

- I. GENERAL TRUCK SPECIFICATIONS: (Continued)
 - D. <u>VEHICLE COMPONENTS</u>: (Continued)

CAB:

Aluminum or steel cab.

Hood: Fiberglass, tilting. Fenders are part of tilting hood.

Fenders: Front fenders shall have extensions to cover the width of the front tires.

Air deflector: Clear or smoke, hood mounted. Deflector manufacturer's standard width for the truck model. Access to front end hood tilt handle shall not be blocked. Extra handle acceptable. Ref. DEFLECT-SHIELD Corp., Tele. 1-800-247-2440.

Seats: Driver's seat shall be high back adjustable BOSTROM Air 915 Series with lumbar support or National 2000 Series with lumbar support or DuraForm Air Command Series (fabri form cushions with lumbar support) with body cloth insert and three-point retractable seat belt. (Seatbelt shall be High Visibility Orange). A bellow-type or protective skirt shall cover the seat suspension mechanism. There shall be an inside arm rest on the driver's seat. No substitute on seats reference. Color coordinated to cab interior.

Passenger seat: With three-point retractable seat belt. (Seatbelt shall be High Visibility Orange) manufacturers standard non-suspension (static), high back type. Color coordinated.

Note: If due to cab configuration a Bostrom 915 seat cannot be used, a Bostrom 910 may be substituted. All other requirements must be met.

Deluxe fresh air hot water heater, manufacturer's highest output.

Safety glass throughout.

Windshield: One (1) or two (2) piece construction, tinted.

Dual sun visors.

Cruise Control

Dual windshield defrosters.

Drivers and passenger side windows shall be power.

Dual windshield wipers: Arctic wipers and heaviest, motor, arms and linkages available. Wiper blades, maximum length, shall follow windshield contours. They shall be minimum two (2) speed intermittent.

Washer system shall be electric. Washer tank shall be a minimum capacity of two (2) quarts of washer fluid. It shall be filled with an anti-freeze type solvent.

Mirrors: Drivers and passengers side power mirrors, west coast style minimum 7 inch X 14 inch manufacturers standard heavy-duty breakaway arms.

Mirrors shall be heated with a lighted toggle switch mounted within accessible reach of the operator, automatic on/off is acceptable. The wires shall be fitted in such a way that the mirror glass/element can be changed by unplugging the two-wire lead. There shall be a heated convex mirror both sides, minimum 6 inch X 7 inch or 8 inch diameter, minimum.

A heated blind-spot elimination mirror shall be mounted on the right front fender and it shall be minimum 7 inch X 7 inch or 8-inch diameter, stainless steel or aluminum head with mirror. Mirror shall be a conventional convex mirror, and shall not be of the half-round cross view type. All arm/s and hardware shall also be stainless steel. Fender type washers stainless, or aluminum, with rubber pads to be placed on both sides of the fender shall be included. Pedestal system shall be single, double or triple mounting assemblies (stainless steel or aluminum). Mirror shall be mounted in rubber or vinyl. Ref: Grote (800-628-0809).

- I. GENERAL TRUCK SPECIFICATIONS: (Continued)
 - D. <u>VEHICLE COMPONENTS</u>: (Continued)
- 5. <u>CAB</u>: (Continued)
- Drivers and Passenger entrance steps: Shall be aluminum, Bustin No NST4 full size or Ohio Grating No. JA2119SG4 serrated or IKG Industries Type BS4 serrated swage lock, with end band. The size and strength shall be in accordance with the truck manufacturer's step design but the material shall be as noted above. The outer step edge must be serrated in lieu of plain, smooth metal edge. All edges shall be banded (skirting) on the outer perimeter. Overlay not acceptable. Top of the first step shall be (approximately) 21 inch above ground. Step design material must be the same design and material on the left and right sides.
- Grab handles shall be supplied on all cab entry locations. Three points of contact shall be achievable at all cab entry locations. Handrails shall be coated with non-skid paint (non-skid tape is unacceptable) or have OEM anti-slip rubber inserts, both non-skid paint or rubber inserts must extend the full length of the grab handle.

Exterior grab handles shall be supplied if available from OEM.

There shall be a permanent decal, "Three Point Contact" located at each entry point of the truck cab and at tank ladder area per EQN – 552-1. Exact location to be determined at pre-build meeting.

There shall be a permanent decal, 2 inch high red letters on white back ground affixed by the driver side door handle stating the overall maximum travel height of the completed and unloaded unit. (Example) HT-__' __" Ref. EQN-552.

Air horn(s): Minimum 1 horn with snow-shield (not required if under hood mount).

All controls and knobs shall be properly identified.

The cab floor covering shall be heavy duty rubber with closed cell rubber or heavy felt backing.

The engine components facing wheel areas, on both sides, and the areas to the rear of wheels shall be shielded.

Inside dome light shall be provided.

Emergency triangle warning kit, with hold down. Warning Triangle Flare Kit, Ref: KD Lamp Co. or equal, stowed (fastened) in the cab, per EQN-66A

One (1) pair of CB Power connections, at the dash, per EQN-78.

Air conditioning: Highest output available as OEM option.

Cab shall have an air suspension system.

Steering wheel diameter shall be 18 inch (approx.). Manufactures standard.

Steering Column: Steering wheel and column shall be tilt and telescopic, infinitely adjustable to multiple positions.

AM/FM radio with Weather Band.

Cup Holder: There shall be a cup holder in the cab within easy reach of the operator.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

D. <u>VEHICLE COMPONENTS</u>: (Continued)

6. CHASSIS:

Cab Axle (CA) dimension: Wheel base and CA dimension may be adjusted to provide the optimum legal weight distribution.

Axle-frame (AF) dimension: Shall incorporate a cross member at the rear of the frame.

Front Bumper: Mounted to the frame with the inner face of the bumper against the chassis frame.

Front mounted tow hooks or eyes: Two (2) front or one center mount tow pin. May be installed by the body company using grade 8-bolts (minimum) of sufficient strength and length, and self-locking nuts, or by full welding.

License plate bracket: Front and rear.

7. ON BOARD GREASER SYSTEM

There shall be a centralized on board chassis lubrication system installed. Ref: EQN-501.

8. DRIVE LINE:

Main driveline: Spicer Life XL or Meritor MXL Series. "Factory balanced" greasable, (one zerk minimum). Heavy-duty driveline shall be engineered and be compatible to engine, drive train and transmission torque. Heavy-duty center bearing, if required, with due consideration to drive shaft angles, length, location, proper bolting based upon engine and transmission selection. Inter-axle driveline: Spicer Life XL or Meritor MXL Series.

9. ELECTRICAL:

All copper system, negative ground.

Batteries: Three (3) heavy-duty, 12-volt, field maintenance-free, BCI Group Size 31, with stud-type posts and anti-corrosion treatment on each terminal. Amperes (CCA) 2500 at 0 degrees F.

Battery Mounting: It shall include the following:

- a) 0.25 inch thick rubber shock pad under the battery.
- b) Box with cover. Cover shall be constructed of fiberglass, poly, or aluminum, (if aluminum there shall be an insulating liner).
- c) Mounting bolts grade-8 with self-locking nuts.

Mounting of accessories within the battery box is prohibited.

Cables shall conform to RCC Practice 105 with "sealed" terminal ends for stud-type battery posts. Electrical system: Circuit-breaker-equipped, in easily accessible location, weatherproof. Fuses acceptable in circuit so identified by manufacturer as safety factor. Any fuse or circuit-breaker liable to be damaged during truck operation shall have an easily removable protective cover. All wire splices in the cab shall be heat shrink material. Ref: THOMAS & BETTS, Tel: (201) 707-2145.

Alternator: Delco 36SI (No substitute, Standardization) 160 A minimum, high performance, solid state (brushless).

- I. GENERAL TRUCK SPECIFICATIONS: (Continued)
 - D. <u>VEHICLE COMPONENTS</u>: (Continued)
- 9. ELECTRICAL: (Continued)
- Starter motor: Delco 39 MT (No Substitute, Standardization) with thermal over-crank protection and high torque capacity. Suitable for the diesel engines offered as per starter manufacturer's recommendation.

<u>Note</u>: Starter shall have (OCP) either built in or controlled by the Vehicle's control system, (if required). Alternator and starter mounting bolts: Grade 8.

Flasher: (All) heavy-duty electrical, Ref: Tridon Model EL 12 or equal.

Note: If an audible alarm is supplied for 4 ways and turn signals, it shall have an on/off capability. All exposed junctions: Waterproof and sealed against salt.

- GPS Combo Radio Antenna: There shall be a "roof mount" base with built-in GPS, PCTEL model GPPB-204-54-12-S1-M1 and a low profile black antenna, PCTEL model BMLPU700. **Under no circumstance should the antenna base be mounted in the cab roof.** Assembly shall be mounted on pedestal (installed with mini light bar) REF. EQN 120Q, with the antenna cable routed to the floor area between the seats. There shall be a minimum of 4 feet of antenna cable coiled at the base of the floor to allow for connection of department state radio. Antenna shall be prewired with a MINI UHF MALE connection. **(No substitute, standardization).**
- Power Distribution Center: There shall be a 4-way power/ground distribution center located on the underside of the dash for connection of department state radio. The lugs shall be configured in the following manner: (1) lug shall be a 30 ampere constant hot circuit, (1) lug shall be a 10 ampere ignition controlled circuit. (2) lugs shall be chassis ground. All connections shall be enclosed in a weatherproof enclosure.

10. <u>ENGINE</u>:

See POWER TRAIN OVERVIEW for acceptable engines.

Replaceable heavy-duty full flow type fuel filter(s) and oil filter(s) as recommended by the manufacturer, bearing a legible OEM part number.

Cooling system: The largest factory available capacity compatible with engines and transmissions referenced. With overflow recovery system and visual level indicator.

Radiator core and shell: Shall be manufacturer's heaviest construction grade radiator available.

Radiator with a "cut-out" to accommodate PTO shaft will not be accepted.

The cooling system shall be fitted with provisions for visually monitoring coolant without necessitating removal of the cap from the radiator or expansion tank (e.g. sight glass, transparent expansion tank).

The oil dipstick must have tubing and dipstick with sufficient length to provide reasonable access.

- I. GENERAL TRUCK SPECIFICATIONS: (Continued)
 - D. <u>VEHICLE COMPONENTS</u>: (Continued)

11. ENGINE ACCESSORIES:

- Automatic idle shutdown shall be set to five (5) minutes. An audible warning alarm shall be provided to alert operator prior to engine shutting down. Automatic idle shutdown shall be programed to be overridden when the PTO Mode is engaged.
- ECM shall be set to a maximum of sixty five (65) miles per hour.
- Engine Heater: Immersion in-block type, for cooling system, with waterproof plug flush-mounted in an accessible location at the front/roadside of the vehicle, outside the cab/hood, 110 volt, 3-prong plug. The electrical cable from the heater to plug shall be one piece and waterproof.
- Coolant/filter: A non-charged spin-on coolant filter shall be installed if required by engine manufacturer.
- Air Cleaner: Air cleaner shall be the manufacturer's heaviest duty air cleaner that meets of the extended engine warranty.
- Fan: Thermostatically controlled, viscous type or manufacturer's recommended automatic fan. Screening system: Mounted in front of radiator grille that protects radiator from stones and bugs. System to be approved by engine and truck manufacturer(s).
- Diesel fuel filter shall be manufactures standard, mounted in a location easily accessible yet protected. Fuel system must have coolant heat prior to or at the primary fuel filter. Coolant heater may be incorporated into the primary fuel filter or a stand-alone system. A stand-alone coolant heater must be stainless steel and frame mounted, in fuel tank heaters will not be accepted. Mounting location to be determined at pre-built meeting. Ref. Parker Racor Diesel Fuel Filter/Heater/Water Separators or Phillips & Temro Arctic Fox PN# I-909BT-B100.
- Air restriction gauge: Flush, dash-mounted with indicator slide for engine air cleaner, RE: FILTER MINDER, manufactured by Engineered Products Company. If the vehicle is OEM equipped with an electronic dash that incorporates an air restriction gauge or indicator light, shall be acceptable.
- Governor: Set at manufacturer's recommended maximum engine speed (rpm).
- Hoses: The air induction system and large cooling system hoses shall be clamped with 0.500 inch wide, 150 inch LB stainless steel, constant torque, spring loaded worm clamps. RE: WITTEK Manufacturing or BREEZE Clamp Co, constant torque clamps with liner for silicone hoses. Cooling system hose under 1 inch OD may use factory standard hose clamps as a minimum acceptable standard.
- Air intake hoses shall be 0.25 inch minimum thickness, molded hoses. RE: GATES, GOODYEAR or equal.
- Lubricating oil lines: If hoses are used, they shall be wire braid type, "AEROQUIP" or approved equal system, minimum standard.
- OPTION: Engine shall be equipped with a minimum 2 stage, full engine compression brake, Brake lights shall activate when engine brake is activated Ref: Jacobs.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

D. <u>VEHICLE COMPONENTS</u>: (Continued)

12. EXHAUST:

DPF (diesel particulate filter) and exhaust system shall meet the latest EPA emission requirements.

Vertical tailpipe with elbow and muffler system or horizontal muffler and vertical tail pipe elbow.

Exhaust system shall neither interfere with body nor will it be close to any fluid tank.

The muffler, tail pipe and DPF shall be shielded or insulated to protect personnel from burns when entering or exiting the cab. The shield shall be 180 degrees. RE: RIKER or equal.

13. FAST LUBE OIL CHANGE SYSTEM (FLOCS):

This FLOCS system shall be installed with all fittings, brackets, clamps and hoses. Hose from oil pan to FLOCS fitting shall be hydraulic hose with a 100R2 rating and properly secured. The system shall be compatible with all fittings presently used by the Department. The final placement of the male half of the snap coupler, on the equipment, shall be determined at the pre-build meeting. Ref: EQN-351A.

14. FRAME:

Resisting Bending Moment (RBM): Minimum of 1,600,000 inch LB per rail, for the entire length of the frame. Minimum frame RBM shall be approved by manufacturer's Engineering Department. Frame material: Heat treated carbon steel, at least 110,000 PSI yield strength.

Main frame: Either straight channel or offset channel, full length. Drop frames are not acceptable.

15. <u>INSTRUMENTATION</u>:

All instruments illuminated and dash-mounted except where specified otherwise. All standard instruments shall be supplied, including, but not limited to the following:

Gauges:

Oil pressure: with warning light or audible alarm.

Air pressure: gauge(s) for dual circuit, dual indicator with low pressure audible alarm.

Coolant temperature: with warning light or audible alarm.

Transmission oil temperature: for automatic transmission only, with warning light or audible alarm.

Fuel gauge.

Hour meter that records <u>only</u> when the engine is running. In-dash, integral with instrument panel (e.g., speedometer) is acceptable. Ref: DATCON or equal. Hour meter shall be illuminated and shall be readable from the operator's seat.

Speedometer with odometer.

Tachometer.

Voltmeter.

Parking brake indicator light.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

D. <u>VEHICLE COMPONENTS</u>: (Continued)

16. LIGHTS - WARNING:

Head lights Ref: Halogen. Separate switch.

Headlights shall meet NHTSA requirements of "Daytime Running Lights" (DRL). DRL's shall be OEM optional equipment or after market.

All cab and body lighting shall be LED if available.

Parking lights front and rear, stop, turn, tail lights, back-up lights and license plate light with light bracket. Hazard lights separate switch.

Body lights shall have their own dedicated complete circuit.

2- Whelen R10PADOT Light Bars to be pedestal mounted 1 to front of tank (with antenna mount) and 1 to rear of tank. In no case, shall the light bar be mounted on the roof of the vehicle.

Light bars wired together shall have a lighted, permanently labeled toggle switch (1) located in the dash. Body wiring shall be Grote, Trucklite, or Prior Approved Equal.

There shall be no splices outside of a sealed box or fixture.

A color-coded electrical wiring chart and schematic shall accompany each body.

Electrical chassis-wiring harness: Body lighting and wiring to be per EQN-80XF.

Flasher: (All) heavy-duty electrical, Ref: TRIDON Model EL12.

Note: If an audible alarm is supplied for 4 ways and turn signals, it shall have on/off capability.

Hazard lights, stop and tail lights, back-up lights.

All exposed junctions: Waterproof and sealed against salt.

17. PAINT:

Cab shall be painted PennDOT yellow Ref: DuPont F9885, PPG 85246, Sherwin Williams 73266, Sikkens 4017 or NAPA 73266 for shade only. Frame and all <u>underside components</u> shall be painted black. Front bumper and plow frame shall be primed and painted black (with hardener) low VOC. All bare metal surfaces shall be coated using etching primer prior to paint. All surfaces shall be properly cleaned and prepared prior to paint, with all weld splatter and debris removed.

Running boards shall be primed and painted black or yellow.

Front bumper shall be painted black, argent or chrome.

Cab and body shall have reflective enhancement per EQN-127A.

18. SAFETY:

All areas likely to be stepped/climbed/walked upon, including steps, shall be furnished with Bustin No. NST4 full size or Ohio Grating No. JA2119SG4 serrated or IKG Industries Type BS4 serrated swage lock, with end band.

Anti-slip paint is required on all handholds, for the entire length, (tape is unacceptable). All handrails, ladders, and step configurations shall be built for three points of contact.

The above details shall be reviewed at the pre-build meeting with the successful vendor, and further verified as to the manufacturer's compliance at the actual pilot model inspection.

Fire extinguisher: Rechargeable with vehicle mount. Mounted in the cab for easy and quick access. Ref: 3A:40B:C. 5lb.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

D. <u>VEHICLE COMPONENTS</u>: (Continued)

18. SAFETY: (Continued)

There shall be wheel chocks and holders per EQN-82. Chocks (2) shall be mounted together on the left side of vehicle. (Exact location shall be determined at the pre-build meeting)
All corners shall be angled or rounded for safety.

The vehicle shall meet all the requirements set forth in EQN-118.

19. <u>STEERING:</u>

Power steering: Dual integral or single integral type hydraulic with right wheel power assist cylinder. With stops to prevent damage to system.

Glidecoat steering shaft, Bendix wedge lock lube-for-life shaft, ZF type steering shaft.

Steering system: (e.g. flow, pressure, relief valve etc.) Shall be selected considering the full front axle loading. Ref: ROSS, SHEPPARD or TRW gear assembly (No substitute, standardization.)

Hydraulic supply pump: Vane type or roller type with one (1) steering wheel revolution per second capacity in a "park" condition. BORG WARNER.

The pump shall not be the integral filter type unit.

Power Steering Reservoir: "Remote mounted", and factory mounted, minimum two (2) quart capacity, incorporating a filter which is easy to remove and replace.

The remote filter referenced above shall be certified and engineering approved in conjunction with the appropriate pump.

20. TANK - FUEL:

Safety-type fuel tanks as per the requirements of FMVSS.

80 GAL minimum total capacity, frame mounted, under the left door.

Aluminum or stainless steel, unpainted.

Heavy duty mounting straps with rubber shims/liners.

Tank mounting hardware and brackets shall be for "severe duty" applications, 2 inch wide heavy duty aluminum or stainless steel straps and gaskets.

Accessible fill located at either end of tank to avoid interference with steps.

Dual tanks are unacceptable.

21. WHEELS/TIRES:

The truck shall be equipped with hub piloted steel disc wheels for tubeless tires. The wheel end shall be equipped with outboard cast brake drums, and 15 degree tubeless steel wheels, hub piloted, 10 hole - 285.75mm bolt circle with 22mm two-piece flange nuts.

Front: Wheels: 22.5 x 9.00, 10 hole - 285.75mm bolt circle with 220mm bore, tubeless steel disc wheel rated at 10,000 LBS at a maximum inflation pressure of 120 PSIG. Accuride part number 29039. (No substitute, standardization).

Rear: Wheels: 22.5 x 8.25, 10 hole - 285.75mm bolt circle with 220mm bore, tubeless steel disc wheel rated at 7,500 LBS at a maximum inflation pressure of 120 PSIG. Accuride part number 28828 or 29169. (No substitute, standardization).

- I. GENERAL TRUCK SPECIFICATIONS: (Continued)
 - D. <u>VEHICLE COMPONENTS</u>: (Continued)
- 21. <u>WHEELS/TIRES:</u> (Continued)

The dual rear wheel/tire assembly shall have clearance between the tires, which permits the use of dual tire chains.

Wheel-Guard Separators: The wheel ends shall be equipped with the Accuride part number 5903 Wheel Guard Separator as follows:

Front axle - between the wheel and the brake drum.

Rear axle - between the inner dual and the brake drum and between the inner and outer duals.

Paint: The wheels shall be topcoat painted with TGIC Polyester Powder Paint MLD-82008 High Gloss Gray or equal applied over Cathodic Electro-Disposition Gray Primer.

Tires: All tires shall be radials.

Front Tires: 315/80R22.5 (Load Range L). Rear Tires: 12R22.5 (Load Range H).

<u>MANUFACTURER</u>	FRONT TIRE	REAR TIRE
Goodyear	G-289	G-282 MSD / G-622 RSD
Michelin	XZY3	XDN-2
Bridgestone	M843	L320

- 22. TRANSMISSION: See POWER TRAIN OVERVIEW for acceptable transmission.
- Oil cooler for transmission required due to prolonged transmission torque converter operation in low gears. Cooler size must be provided to keep the transmission fluid at an acceptable operating temperature under these prolonged conditions. (Water-to-oil type cooler.) An Allison approved cooling system shall be installed regardless of whether retarder is incorporated in the system or not. Automatic transmission cooler lines shall be stainless steel or a preapproved no-rusting material.

Automatic transmission cooler lines shall be stainless steel or a preapproved no-rusting material.

NOTE: All vehicles shall have a transmission-operated safety starting switch.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

E. <u>TANK BODY & EQUIPMENT</u>: (EQN-88, 352, 352A AND 352B)

TANK-BODY-INSTALLATION:

It shall be the responsibility of the successful vendor to have this fuel tank mounted on the specified chassis. The installation shall be engineered and approved by the vehicle and tank manufacturer and shall have no adverse effect upon either manufacturer's warranty. When any portion of the complete vehicle is to be installed by anybody other than the bidder or chassis manufacturer, the bidder shall indicate in the bid proposal the name of sub-contractor(s) performing such installation and the location of their plants, and submit a detailed tank and equipment specification as well as air and electric wiring schematics.

2. DEF TANK, CABINET:

Rear:

Continuous-type hinges, of AISI Type 304, non-magnetic stainless steel.

Watertight doors with gaskets.

Recessed door lock fitted with key-operated cylinder lock, with 2 keys (keyed alike).

Single, vertical, hinged doors.

Light(s) to illuminate cabinet, with on-off switch wired to running lights.

Two (2) louvered vents on front and rear of the cabinet top.

Auxiliary Def Fluid Tank: LH SIDE

DEF fluid: minimum 60-gallon 304 stainless steel tank, mounted to left side frame rail between cab and drive axle. Shall be self-contained with lockable compartment door (all cabinets keyed alike). compartment shall be complete with 12v DEF pump, plumbing, hose reel, 0.75 inch X 25 feet hose, automatic shutoff DEF nozzle assembly.

Tank shall have accessible and weather resistant; standard DEF nozzle fill, RSV coupler and a filtered weather proof vent. Fluid level gauge shall be supplied.

Tank shall be fluid heated, with supply and return ports for glycol heater hose connections. 110-volt heating shall be wired in with engine block heater plug to provide standby heat while chassis engine is not in operation. Overall installed width not to exceed 96 inch.

LH, RH, OR REAR:

There shall be a cabinet with a "New Pig" spill kit 233J (61 LBS) or equal.

NOTE: All cabinets shall be keyed alike (2 keys per lock).

3. TANK CALIBRATION:

The tank manufacturer shall furnish two (2) charts for each unit showing the fuel content in gallons relative to the depth of fuel in inches. (Only 1 if diesel fuel only.)

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

E. <u>TANK & BODY EQUIPMENT</u>: (Continued)

4. TANK, CATWALK:

Anti-slip paint is required on all handholds, for the entire length, (tape is unacceptable). All handrails, ladders, and step configurations shall be built for three points of contact.

EQN-352B. There shall be a permanent decal, "Three Point Contact" located at the entry point of the tank ladder per EQN – 552-1. Exact location to be determined at pre-build meeting.

5. TANK-COMPARTMENTS:

The cargo tank shall be the latest design and construction MC qualified in accordance with the requirements of 49 CFR 178.341.

Two (2) compartments, 200 GAL (under no circumstances shall it exceed 300 GAL) for gasoline and 1,600 GAL minimum for diesel fuel (mounted against truck cab) separated by a double bulkhead. For single product tank minimum acceptable is 1,800 GAL. Flanged and dished surge baffles, 6 inch to 8 inch concave, shall be installed in each compartment to provide a complete internal splash baffling system. Double bulkhead with 0.5 inch threaded openings at top and bottom of double bulkhead to immediately alert the operator of a bulkhead leak. The top opening is to be plugged.

The tank size shall be increased to provide the maximum payload possible without exceeding the axle laws.

Smooth skin type. Flanged, dished, 0.190 inch side shell, 0.160 inch bottom, 0.250 inch Minimum thickness.

The bottom of the tank mounting rail shall be a 0.313 inch minimum. The mounting rails shall be aluminum extrusion(s).

There shall be a fold-up manual dip stick.

6. TANK, DECALS AND SIGNS:

The placard holders must be provided in accordance with the provisions of 49CFR 172.516 and Appendix C. The front and rear of the truck shall have signs mounted where appropriate. The tank shall have hazardous material warning decals on both sides.

Heavy duty, full width, 8 inch steel channel type rear bumper securely attached to chassis frame rails.

Any alternate design shall be pre-approved, in writing from Chief, Equipment Division.

The entire rear of the tank cabinet door and both sides shall have tape applied per EQN-80XF.

Decals showing the grounding procedures for both reels shall be furnished and placed in the canopy area within view of the operator.

All required decals and signs for the fuel tank shall be as per the regulations and shall be <u>furnished</u> and installed by the successful vendor.

Compartments containing hazardous materials spill supplies shall be labeled.

There shall be "No Smoking" decals posted on each side of the tank.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

E. <u>TANK & BODY EQUIPMENT</u>: (Continued)

7. TANK, FENDERS:

Jeep type.

0.125 inch (minimum) aluminum.
Fold and hem inside-and outside edges.
Brackets shall be welded to box sill of tank.
Bolted fenders, removable type, and aluminum.
18 inch mud flaps. (Front fenders).
As required mud flaps. (Rear of fenders to meet MV Code).

Rear mud flaps: 6 inch off ground level, as per EQN-66.

8. TANK FILTER SYSTEM:

The tank pumps and meters shall be protected by means of four (4) strainers to eliminate foreign material entry. Each strainer shall be easily accessible for cleaning. (Only 2 if diesel fuel only.)

9. TANK, FIRE EXTINGUISHERS:

Two (2) rechargeable 10 LB dry chemical 20-B, C rated fire extinguishers with charge condition indicator and red water-proof snap on covers. Extinguishers shall be mounted per regulations. Shall be in compliance with NFPA Standard No. 385 - Chapter 6-3 and NFPA Standard No. 10 and General Regulations governing the Highway Transportation of Hazardous Substances and Federal Motor Carrier Safety Regulations, Title 49, Item 393.95, Item A, 2 (I).

10. TANK FLASHING:

Extruded vapor tight turret rails.

Aluminum grating between manholes, flush to flashing.

Two (2) 2 inch drains at rear of flashing.

Aluminum round stock hand rails shall extend the entire length of the turret.

EQN-352A and EQN-352B.

11. TANK IDENTIFICATION:

The date of tank manufacture shall be posted.

The tank shall be identified with the information on gasoline and diesel fuels on both sides of the tank flashing. The manholes on top of the tank shall be identified as to tank content. The gallon-capacity shall also be shown. Tank concurrence with Federal requirements shall be posted.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

E. <u>TANK BODY & EQUIPMENT</u>: (Continued)

12. TANK, LADDER:

Full length, 16 inch wide with 12 inch step increments.

Located on left side.

First step height maximum 24 inch above ground level.

1.875 inch to 2.5 inch wide serrated and self-cleaning aluminum step material as manufactured by BUSTIN Industrial Products, Inc., Ohio Grating or IKG Industries Inc.

A safety decal shall be furnished and installed at the ladder location.

1.625 inch approximate OD tubular hand rails with BUSTIN type step material. Ladder reinforcements shall be dual and sturdy in design.

All grab handles shall be provided with anti-slip friction paint. Anti-skid tape is unacceptable. EQN-352A.

13. TANK LIGHT-WARNING:

See I.D.16.

14. TANK, MANHOLES AND BOTTOM LOADING:

Each compartment to consist of the following:

Betts vapor recovery manhole assembly.

EBW (air operated) 3.50 inch air operated vent with vapor recovery hood to be connected to vapor light curbside overturn rail.

Standard Bottom Loading adapter with cap, chain and API air operated interlock.

Probe sensor and holder.

- (1) 3 inch aluminum rear vapor line with 4 inch x 3 inch adapter, dust cap and API air operated interlock.
- (1) API air operated interlock to be installed on compartment operator.
- (1) EBW starship module.
- (1) EBW starflex -2 O.T.A. receptacle module for optic thermistor.

Receptacles to be capable for all terminals.

Internal deflector, internal static cable.

Grounding bolt.

System shall include, at a minimum, everything for a complete Bottom Loading/Vapor Recovery "Go Anywhere System".

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

E. <u>TANK BODY & EQUIPMENT</u>: (Continued)

15. <u>TANK, METERS</u>:

Two (2) (1 if only diesel fuel) "LIQUID CONTROLS" Model M-5-G-2; 1.50 inch meter with register 10:1 "LIQUID CONTROLS" electronic pulsar, Model A. 42675.

Each meter shall be equipped with reset-able ticket printer, Zero (0)-start, counter to accurately record all deliveries and pre-determined counter to indicate amount of fuel remaining in tank. Ticket printer shall be designed to accommodate tickets currently in use by the Department.

Rated from 5 GPM/19 LPM to 60 GPM/227 LPM with 150 PSI maximum working pressure.

Mounted in rear bucket box, one connected to each pump.

Ref: EQN-352.

2 inch gate valve between each meter and hose.

Air eliminator, strainer shall be furnished.

Meters shall be furnished with 40-mesh strainer for diesel fuel and 80-mesh strainer for gasoline.

Each meter shall have an exterior light to illuminate meter dials; to be wired into running lights with onoff switch.

Air eliminator lines shall be piped to product compartment in accordance with manufacturer's specifications.

1.250 inch diesel, 1 inch gas solenoid valve (if applicable) 12 V dc of proper size in each fuel line. Ref: ITT General Control or equal in each fuel line.

16. TANK, NOZZLE, and GASOLINE: (If Applicable)

Nozzle shall be of adequate size to fit unleaded gasoline tank fill pipes and to perform safely within the velocity created by 15 GPM/57 LPM flow rate.

Nozzle shall be equipped with swivel and check valve with automatic shut-off features.

The nozzle shall be OPW-11-AP with D-907M insulators and OPW No. 285 or No. 33, 1 inch swivel. A holder to accommodate this nozzle shall be provided by tank supplier and shall be open to let excess fuel drippings drain to the ground. New units only (rebuilt units are not acceptable). Phone (513) 870-3219 for nozzle manufacturer.

17. TANK, NOZZLE, DIESEL:

Nozzle shall be of adequate size to perform safely within the velocity created by 35 GPM/132 LPM flow rate.

Nozzle shall be equipped with swivel and check valve with automatic shut-off feature.

The nozzle shall be OPW 7H-5400 and OPW No. 285 or No. 33, 1 in/254cm swivel. A holder to accommodate this nozzle shall be provided by tank supplier and shall be open to let excess fuel drippings drain to the ground. New units only (rebuilt units are not acceptable). Phone (513) 870-3219 for nozzle manufacturer.

18. <u>TANK, PAINT</u>:

Not applicable. Tank, fenders, cabinet, cat walks and ladders shall be aluminum. Tank, fenders, and cabinets shall be polished and sealed. Conspicuity tape per EQN-80XF.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

E. <u>TANK BODY & EQUIPMENT</u>: (Continued)

19. TANK, PIPING:

All welded tubing with flexible coupling to relieve line strain; a minimum of five (5) flexible couplings per pump/meter system.

Pump discharge lines to be supported at two (2) locations between pump discharge and bucket box location. REF: VICTAULIC, grooved, cast type coupling.

20. TANK, POWER-TAKE-OFFS (PTO's):

Chelsea Series 221 or 270.

Two (2) heavy-duty, tubular drive-shafts with lubrication fittings.

Controls located in rear compartment with lighted indicators (including chassis cab) to alert operator that pumps are engaged. REF: Air-operated CHELSEA 221ZCAHX-A-3XD or 270RCAJPB5XD (Hot Shift).

PTO/Wheel brake interlock. REF: BENDIX-WESTINGHOUSE inversion valve no. 277340 (no substitute).

21. TANK, PUMP, GASOLINE (CODE 056500 ONLY):

One (1) BLACKMER Model TXD-2 pump.

2 inch line strainer on suction side, one 0.0625 inch perforation screen.

12 to 15 GPM/45 to 57 LPM rate of flow.

Flow divider capable of maintaining 12 to 15 GPM flow to the nozzle.

Flow divider to return excess fuel to suction side of the pump to be installed with flexible couplings. REF: BLACKMER Differential bypass valve BV2 or prior-approved equal.

22. TANK, PUMP, DIESEL FUEL:

One (1) BLACKMMR Model TXD-2 pump.

2 inch line strainer on suction side, one 0.0625 inch perforation screen.

35 GPM/132 LPM rate of flow.

23. TANK, PUMP-MOUNTING:

Pump(s) to be mounted on common cradle, fabricated from 4 inch x 5.4 LB/feet (mm.) steel channel and bolted to chassis frame.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

E. <u>TANK BODY & EQUIPMENT</u>: (Continued)

24. TANK, REELS:

Two (2) electrically operated hose reels (only one reel if product tank is only specified diesel) with explosion-proof motors installed in bucket box.

Each reel shall be complete with 75 feet of two-braid hose. Ref. BRIGGS RUBBER Tel. (302) 328-9471.

Gasoline system (if applicable) to have 75 feet of 1 inch hose, with built in static line, coupled male by female. Diesel system to have 100 feet of 1 inch hose, coupled male by female. Hose reel shall be of sufficient size to easily accommodate the 100 feet of length.

Each length of hose shall be marked to indicate the manufacturer's recommended working pressure. Each reel shall be equipped with a friction-brake system.

Hose reel electrical system should consist of one (1) KLIXON, CDLA-7, 70 A circuit-breaker installed as close to battery box of chassis as possible. Hose reel solenoids should be installed in conduit box and mounted away from any area in contact with fuels. Master disconnect switch, (COLE-HERSEE No. 2484) for hose reel protection, would be installed in conduit box. Hose reel switch shall be HANNAY explosion-proof style.

25. TANK EMERGENCY, SHUT-DOWN SYSTEM:

Air operated emergency shut-down cable system. First location: Driver's side, front of tank and identified. Second location: Rear bucket box and identified. Air operated emergency valve.

26. TANK, SUMP:

Standard ATA sump equipped with a 3 inch bolt-on emergency valve with grooved outlet located at the lowest point of each compartment.

27. TANK, WEIGHT DISTRIBUTION:

The aluminum tank body and aluminum cabinets shall be designed to provide proper weight distribution for the chassis cab-to-axle dimension proposed. The weight of the tank assembly less chassis weight is required at the pilot model inspection.

I. GENERAL TRUCK SPECIFICATIONS: (Continued)

E. <u>TANK BODY & EQUIPMENT</u>: (Continued)

28. TANK, WIRING AND LIGHTING:

- All lights provided on tank shall meet Pennsylvania Motor Vehicle Code and Federal Motor Vehicle Standards. Two (2) red warning lights labeled gasoline and diesel shall be provided in the dashboard of truck to indicate when each pump is in gear. (1 if diesel only).
- Lighting circuits shall have suitable over current protection (fuses or automatic circuit breakers). The wiring shall have sufficient carrying capacity and mechanical strength and shall be secured, insulated, and protected against physical damage, in keeping with recognized good practice. Wiring and lighting shall be per EQN-80XF.
- Shelf shall be added on right side within easy reach of operator for mounting of automated fuel system. REF. EQN-80-XF
- All chassis wiring and air tubing shall be clamped every 12 to 15 inch or less, and shall include wiring per EQN-352 and 352A.
- Two (2) grounding plugs without cord shall be mounted on forward end of the tank top flashing and midpoint near operator's door. All solenoid switches shall be mounted away from any area in contact with the fuels.
- Dual portable ground cable with connectors on both ends for grounding the equipment being fueled in the field, shall be Hannay Reels Instruction label for proper use of the above ground cable shall be mounted in the fuel truck bucket box Ref. EQN-88.
- There shall be a posi-ground system, manufactured by Garnet Instruments, LTD, Tele. (403) 467-1010, or equal.
- The above procedures are outlined in Pennsylvania Department of Transportation, Hazardous Substances Transportation Board, Specific Regulations governing the Highway Transportation of Flammable Liquids and Flammable Solids and General Regulations, Governing the Highway Transportation of Hazardous Substances, Page 13, Item no. 2, Item no. B. It shall be the responsibility of the successful tank vendor to carefully read the above regulation and provide an adequate system to comply with the letter with both the safety procedures outlined and in this statement.

Ref: NFPA Standard No. 385.

II. <u>DRAW</u>	INGS:			
EQN-66	dated	Rev.07-20-09	2sheets	SPLASHGUARDS-RUBER TRAILER & TRUCK
EQN-66A	dated	Rev. 07-20-09	1 sheet	TRIANGLE STORAGE BOX
EQN-80XF	dated	Rev. 08-07-12	3 sheets	FUEL TRUCK WIRING/LIGHTING
EQN-82C	dated	Rev. 07-22-15	1 sheet	CHOCK AND HOLDER
EQN-88	dated	Rev. 07-18-07	1 sheet	GROUNDING CABLE DIAGRAM
EQN-118	dated	Rev. 06-26-09	1 sheet	UNDERRIDE PROTECTION
EQN-120Q	dated	Rev. 08-06-12	1 sheet	UNIVERSAL TRUCK LIGHTING
EQN-127A	dated	Rev. 01-02-09	1 sheet	CONSPICUITY TAPE STRIPING REQUIREMENTS
EQN-351A	dated	Rev.06-19-13	2 sheets	FAST LUBE OIL CHANGE SYSTEM
EQN-352	dated	Rev. 08-10-12	sheets 1, 2, 3	of 4 AUTOMATED FUEL SYSTEM
EQN-352A	dated	Rev. 08-10-12	sheet 3 of 3	PENNDOT FUEL TRUCK
EQN-352B	dated	Rev. 04-11-06	sheet 2 of 2	PENNDOT FUEL TRUCK TANK CATWALK LOCATION
EQN-501	dated	Rev. 06-08-09	2 sheets	CENTRALIZED LUBE SYSTEM
EQN-552	dated	Rev. 5-29-13	1 sheet	MAX. TRAVEL HEIGHT STICKER

The above referenced drawings shall become part of these specifications.

Rev. 3-23-15

1 sheet

THREE POINTS OF CONTACT

DRAWINGS APPEAR AT THE END OF THE SPECIFICATIONS.

EQN-552-1

dated

These drawings reflect the intent of the Department and any discrepancies shall be resolved at the pre-build meeting between the vendor and the Chief of the Fleet Management Division.

III. MANUALS:

The successful vendor shall furnish all applicable manuals per unit:

- 1 Operator's
- 1 Parts
- 1 Service
- 1 Engine
- 1 Transmission (Automatic or Manual)
- 1 Body and Sub-frame (Parts and Service)
- Complete set of manuals for any additional items/equipment added to a piece of equipment.

The manuals listed shall be official O.E.M. publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.

Parts Manual presented must be a relative to "<u>all</u>" items utilized to build these units, with appropriate part numbers.

Delivery of these manuals shall be completed within a maximum of 90 days after the pilot model is accepted.

Manuals may be supplied on CD Disc in lieu of paper manuals.

SPECIFICATIONS A48-BT-A-AL

IV. TRAINING:

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The successful vendor shall include services of qualified factory trained technicians for not more than __1_ training sessions of not more than __7.5_ hours at __1_ PennDOT locations to train personnel for in-depth preventive maintenance, overhaul and review of the proper usage of parts and service manuals, as well as component/system adjustments that need to be monitored at specified service intervals.

Operator:

The successful vendor shall include services of qualified factory trained technicians for not more than __1_ training sessions of not more than __7.5_ hours at __1_ PennDOT locations to train personnel in the proper operation, safety and servicing of the equipment.

All training must be completed within 60 days after the delivery date to the county location unless an extension is mutually agreed to in writing by the Chief of the Fleet Management Division.

All training shall be coordinated with the District Equipment Managers, with the exception of Asphalt related training, which must be coordinated with the Statewide Training Coordinator (717) 787-4836, Fax (717) 783-4438.

SPECIFICATIONS A48-BT-A-AL

V. WARRANTY: Per PCID No. 1075

ENGINE WARRANTY:

The successful vendor and or supplying OEM shall provide the Department with a 100% parts and labor engine warranty FOR 60 months / 150,000 miles / 5,400 hours minimum. In addition to the engine warranty, the engine block shall be warranted against external perforation from corrosion for 10 years, 100% parts and labor.

NOTE: The oil pan shall be warranted against corrosion, rust, rust thru etc. regardless of atmospheric conditions for 5 years, 100% parts and labor.

EMISSION WARRANTY: The successful vendor and or supplying OEM shall provide the Department with a 100% parts and labor warranty for all emission related components to include the diesel particulate filter (DPF) FOR 60 months / 150,000 miles / 5,400 hours minimum. Shall be warranted against corrosion, rust, rust thru etc. regardless of atmospheric conditions.

RADIATOR WARRANTY:

Manufacturer service and warranty policy for radiator shall be for two (2) years, 100% parts and labor plus an additional three (3) years, 100% parts only.

TRANSMISSION WARRANTY:

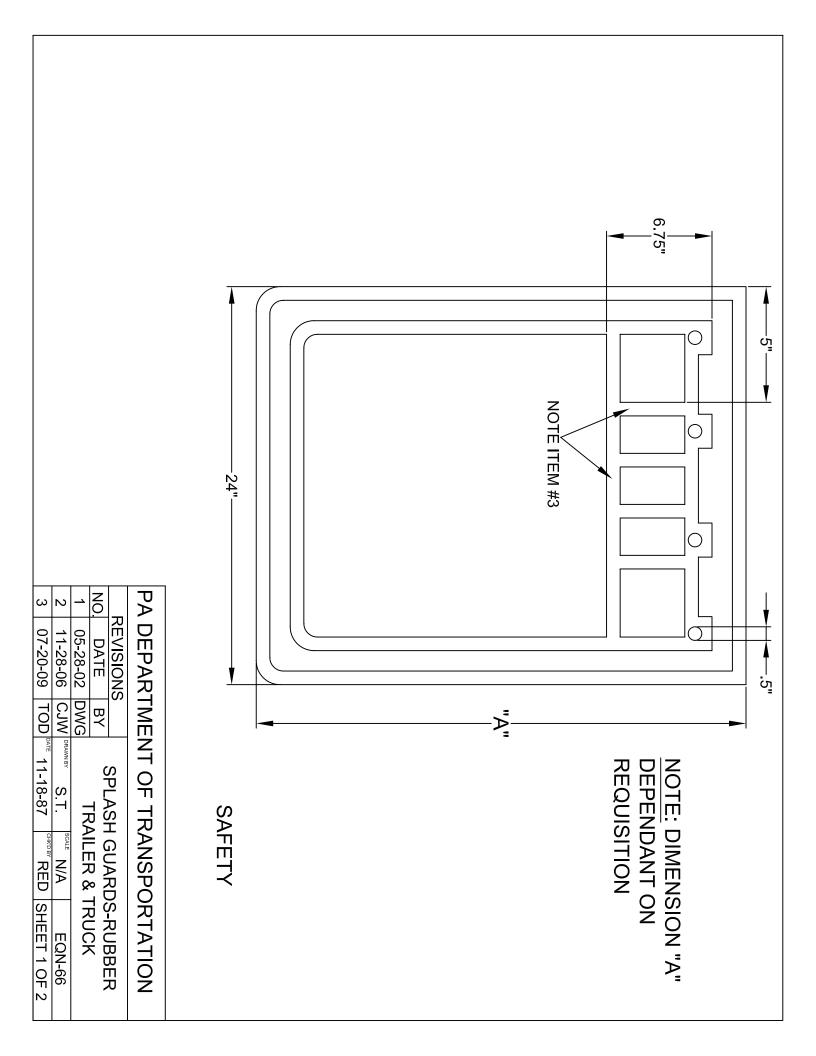
Manufacturer service and warranty policy for automatic and manual transmissions shall be five (5) years 100% parts and labor.

BODY ELECTRICAL/LIGHTING:

Wiring harness shall be 5 years 100% parts. First year shall include 100% labor.

All LED lights shall be 5 years 100% parts.

NOTE: WARRANTY REPAIRS SHALL BE COMPLETED AT THE MANUFACTURER'S LOCATION OR IN-HOUSE FIELD REPAIR COMPLETED BY PENNDOT. IT SHALL BE THE DEPARTMENTS DISCRETION TO REPAIR INTERNALLY OR TRANSPORT THE UNIT TO THE DEALERSHIP. THE MANUFACTURER SHALL REIMBURSE THE DEPARTMENT AT THE MANUFACTURERS STANDARD PUBLISHED IN-HOUSE LABOR RATE. THE LABOR RATE SHALL BE MUTUALLY AGREED UPON BETWEEN THE DEPARTMENT AND VENDOR/BIDDER. ALL IN-HOUSE WARRANTY DOCUMENTATION SHALL BE DELIVERED WITH THE PILOT MODEL. ALL WARRANTY DOCUMENTATION SHALL BE DELIVERED WITH THE PILOT MODEL.



FROM BEING THROWN ABOUT IN A MANNER WHICH MAY INTERFERE WITH OTHER PERSONS USING THE HIGHWAY. SUFFICIENTLY COVERED WITH FENDERS OR FLAPS SO AS TO PREVENT LOOSE OBJECTS, RAIN, SNOW, AND THE LIKE WHICH PROVIDE AT LEAST AS MUCH COVERAGE OF THE WHEEL AS THE ORIGINAL EQUIPMENT. ALL WHEELS SHALL BE FENDERS AND FLAPS: VEHICLES SPECIFIED UNDER THIS SUBCHAPTER SHALL BE EQUIPPED WITH FENDERS

MEASURED FROM ROAD SURFACE FROM PASSING IN STRAIGHT LINE TO THE REAR OF SUCH VEHICLE. SEE 75 PA C554533 (RELATING TO REAR WHEEL SHIELDS) THROWN FROM REAR WHEELS OF SUCH VEHICLE OR COMBINATION AT TANGENTS ESCEEDING 22.5 DEGREES, TOWING A TRAILER SHALL BE CONSTRUCTED OR EQUIPPED AS FAR AS TO BAR WATER OR OTHER ROAD SURFACES REAR WHEEL SHIELDS: VEHICLE SPECIFIED UNDER THIS SUBCHAPTER EXCEPT TRUCK-TRACTOR WHILE

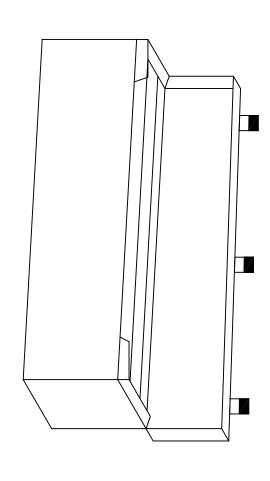
AREA 6.75"x24" ACROSS THE TOP IS ACCEPTABLE IN SOLID VIS RIBS PROVIDED IT MEASURES .225" IN THICKNESS

WEIGHT OF THE SPLASH GUARD SHALL BE 6LBS FOR 24" \times 30" AND 7.5lbs \times 24" \times 36" MINIMUM. THICKNESS. THE BODY AREA IS THE AREA WITHIN THE OUTSIDE DIMENSIONS OF 24"x36" TOLERANCES +/- .250" THE THE BODY OF SPLASH GUARD SHALL BE A MINIMUM OF .09375" THE TRIM AREA SHALL BE $\frac{3}{8}$ " MINIMUM

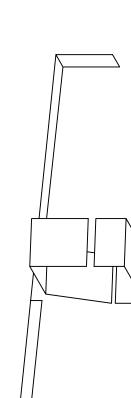
NOTE

- . <u>MATERIAL</u>: MOLDED NATURAL OR SYNTHETIC BLACK TIRE CHORD IMPREGNATED RUBBER. OIL AND SALT
- 2. ANTI-SAIL NOT ACCEPTABLE.
- 3. MANUFACTURERS STANDARD SIZE ACCEPTABLE IF ALL MINIMUM THICKNESS, DIMENSIONS, AND WEIGHT SPECIFICATIONS ARE MET.
- 4. AS PER PA VEHICLES EQUIPMENT AND INSPECTION REGULATIONS, SECTION 175-108
- 5. DIMENSION "A" WILL BE 30" OF 36" AS NECESSARY, WHEN INSTALLED TO MEET PA MOTOR VEHICLE CODE OR AS SPECIFIED ON THE CONTRACT.

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JAMES KING & CO. 1-800-824-8635 TRIANGLE PART #1005 OR APPROVED EQUAL

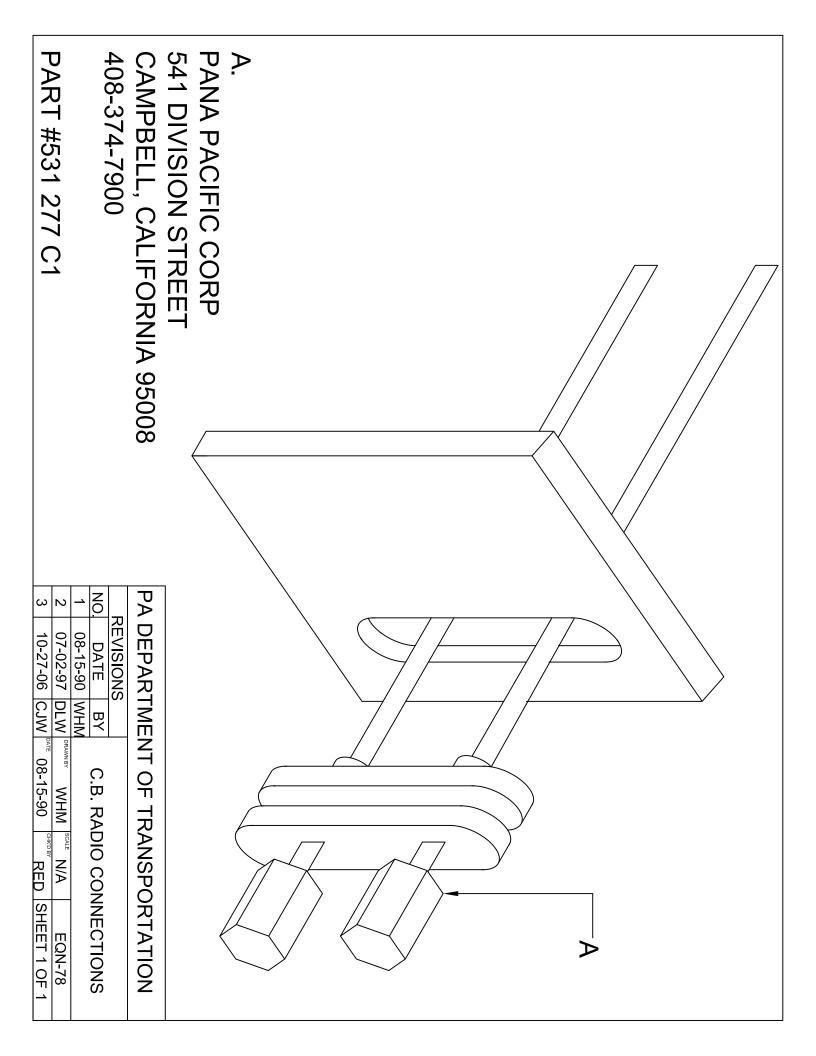


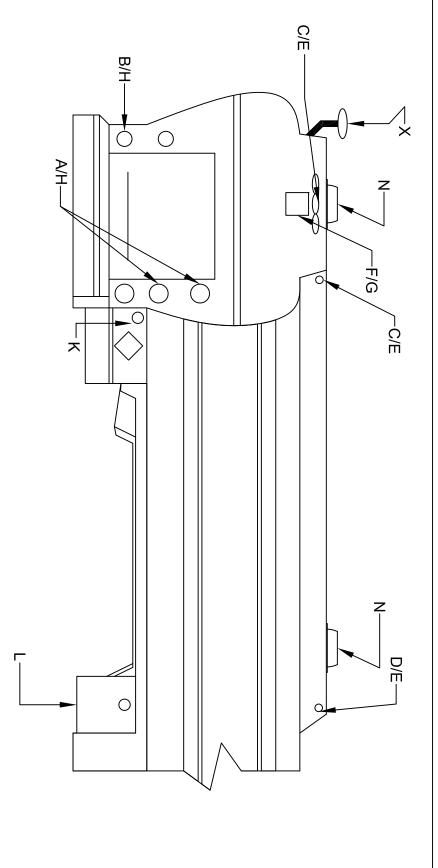
JAMES KING & CO. 1-800-824-8635 STEEL BRACKET PART #1005-B1 OR APPROVED EQUAL

BOLTS, NUTS AND FENDER WASHERS SHALL BE USED TO SECURE METAL BRACKET.

PA DEPARTMENT OF TRANSPORTATION

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RED SHEET 1 OF 1	EQN-66A			TRIANGI E STORAGE BOY AND





NOTE

LIGHTING AND WIRING LOCATIONS ARE APPOXIMATE. APPLY A SMALL AMOUNT OF DI-ELECTRIC COMPOUND TO ALL TERMINAL AREAS UPON COMPLETION OF FINAL INSPECTION.

ALL EXTERNAL CABLES MUST BE SECURED EVERY 12in.-15in. ALL CABLE DIMENSIONS ARE SUBJECT TO VARIATION DUE TO CABLE ROUTING. IN NO CASE WILL SPLICES BE ACCEPTABLE EXCEPT IN A WEATHERPROOF JUNCTION BOX.

GROUNDING TO BE ACCOMPLISHED BY USING A GROUND WIRE THROUGHOUT. GROUND TO THE BODY IS UNACCEPTABLE.

ANY AND ALL "BODY THROUGH" HOLES SHALL HAVE GROMMETS

THE MAIN POWER CABLE (7 WIRE) SHALL CONSIST OF AT A MINIMUM 8 GAUGE GROUND WIRE.

PA DEPARTMENT OF TRANSPORTATION

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NOUN		PART NO.	QTY.
STOP, TAIL, TURN	GROTE	53102	4
BACK-UP	GROTE	62211	2
CLEARANCE MARKER, RED	GROTE	46742	2
CLEARANCE MARKER, AMBER	GROTE	46743	2
BRACKET FOR MARKER LAMP (BASE) W/PIGTAIL	GROTE	01-4399-70	7
LICENSE LAMP	GROTE	60291	<u> </u>
BRACKET FOR LICENSE LAMP W/PIGTAIL	GROTE	01-4339-70	<u> </u>
GROMMETS FOR 4 IN STT & BW LAMPS	GROTE	91740	6
WIRING HARNESS	GROTE	HARNESS SYSTEM	
CABINET LAMP	BETTS	B57JD	2
REFLECTORS	PETERSON	B489R	2
REFLECTORS	PETERSON	489A	2
CABINET LAMP	BETTS	B47JD	2
R10 - MINI BAR WARNING LIGHT	WHELEN	R10PADOT	2
SAFETY MIRROR		K-10	

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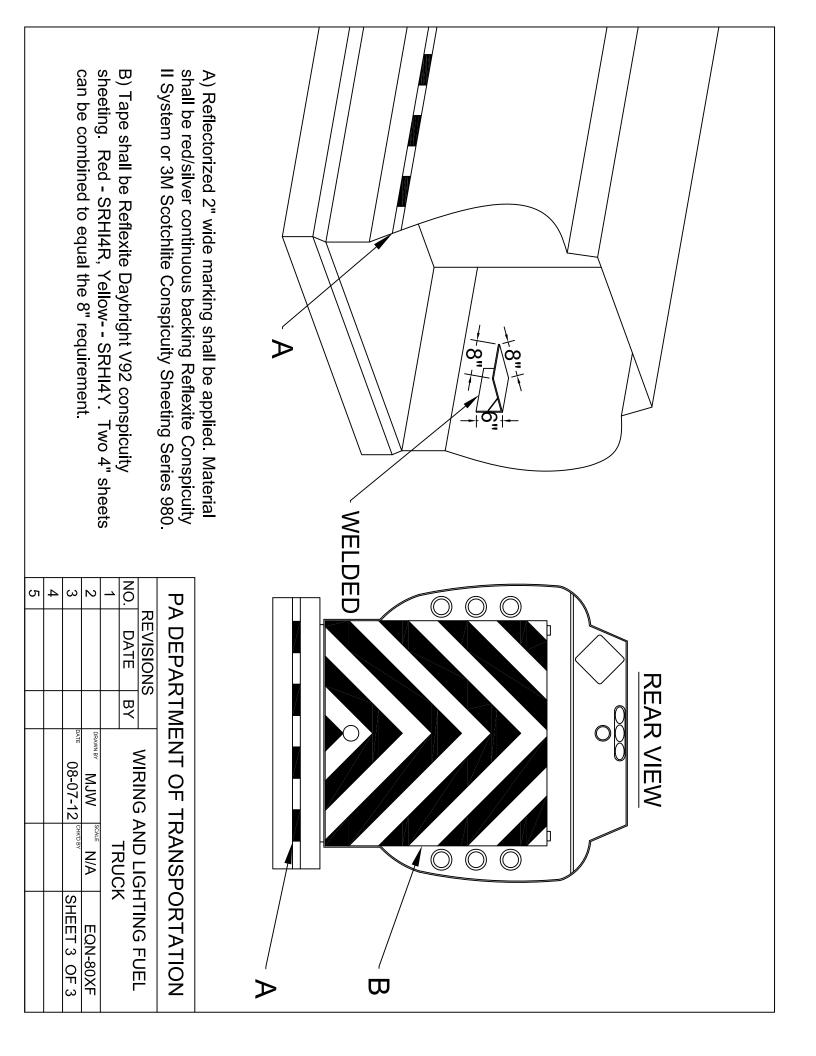
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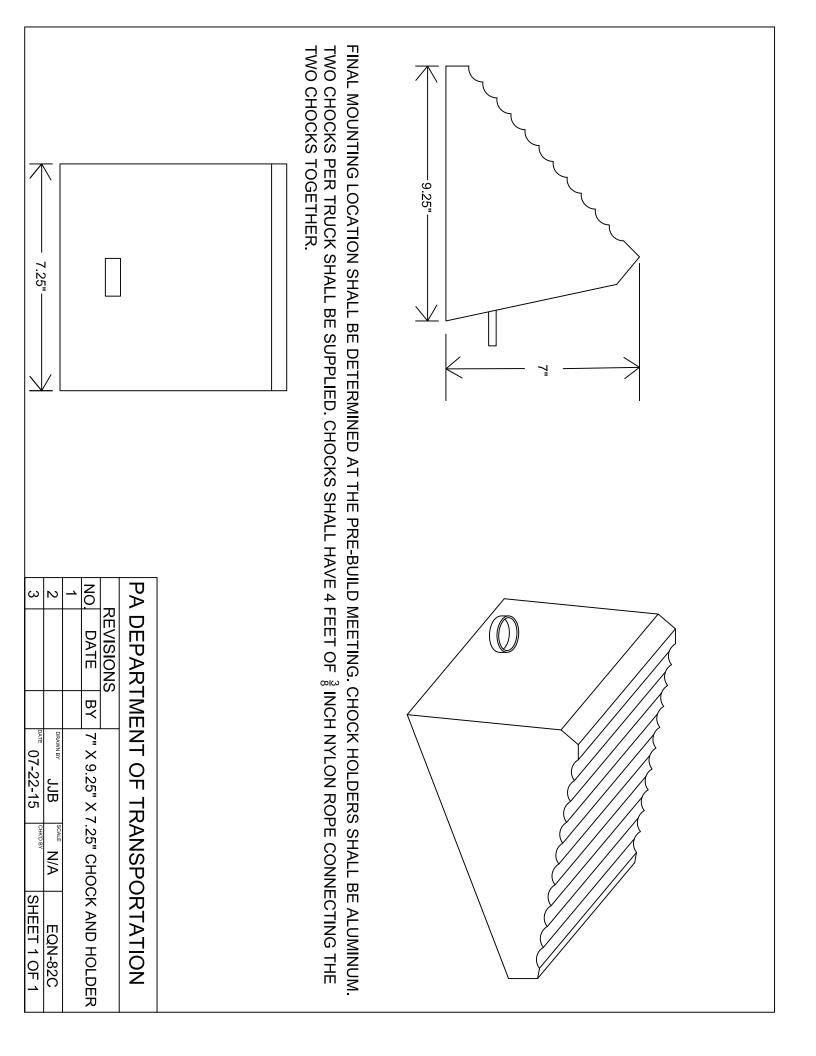
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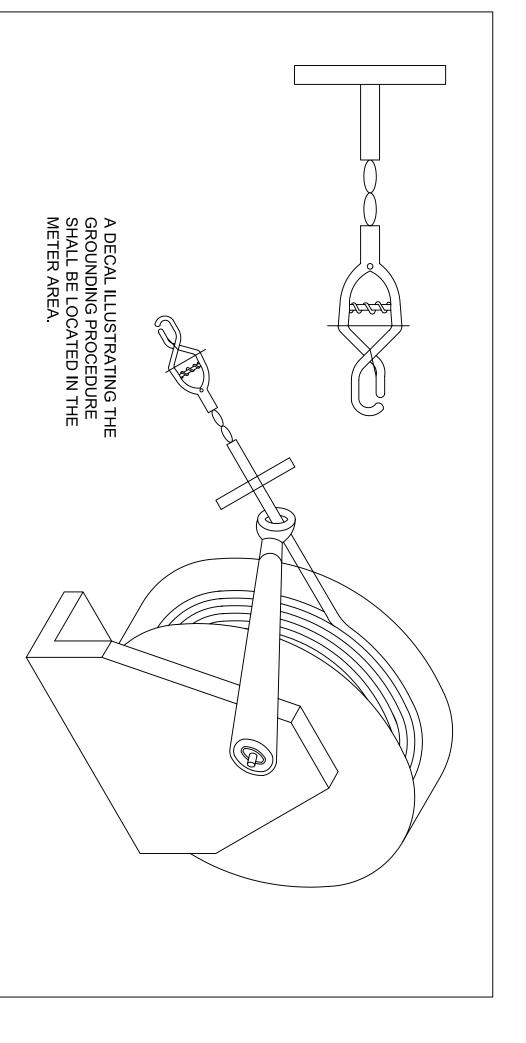
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HGR 100 GROUND REEL #1 - UNREEL AND CONNECT TO ANY AVAILABLE GROUND POST

HGR 100-75-25 GROUND REEL (STATIC NEUTRALIZER) #2 - UNREEL AND CONNECT ONE CABLE TO UNIT BEING FUELED AND THE SECOND LEAD TO YOUR FUEL TRUCK. 553 STATE ROUTE 143 P.O. BOX 159 HANNAY REELS

WESTERLO, NY 12193-0159 TEL: 518-797-3791

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)	CHK'D BY \ A / I I A	DATE			,
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BE DEEMED TO BE IN COMPLIANCE WITH THIS SECTION." PROVIDED WITH BUMPERS OR DEVICES SERVING SIMILAR PURPOSES WHICH SHALL BE SO CONSTRUCTED AND SUBSTANTIALLY CONSTRUCTED AND FIRMLYATTACHED. MOTOR VEHICLES CONSTRUCTED AND MAINTAINED SO THAT BUMPER OR DEVICE SHALL NOT EXCEED 18 in.; (D) THE BUMPER OR DEVICES SHALL BE LOCATED NOT MORE GROUND SHALL NOT EXCEED 30 in. WITH VEHICLE EMPTY; (B) THE MAXIMUM DISTANCE BETWEEN THE LOCATED THAT: (A) THE CLEARANCE BETWEEN THE EFFECTED BOTTOM OF THE BUMPERS OR DEVICES AND THE HAS A CLEARANCE AT THE REAR END OF MORE THAN 30 in. FROM THE GROUND WHEN EMPTY, SHALL BE DECEMBER 31, 1952, WHICH IS SO CONSTRUCTED THAT THE BODY OR THE CHASSIS ASSEMBLY IF WITHOUT A BODY CLOSEST POINTS BETWEEN BUMPERS, OR DEVICES, IF MORE THAN ONE IS USED, SHALL NOT EXCEED 24 in. THE BODY, CHASSIS, OR OTHER PARTS OF THE VEHICLE AFFORD THE REAR END PROTECTION CONTEMPLATED SHALL THAN 24 in. FORWARD OF THE EXTREME REAROF THE VEHICLE; (E) AND THE BUMPER OR DEVICES SHALL BE (C) THE MAXIMUM TRANSVERSE DISTANCE FROM THE WIDEST PART OF THE MOTOR VEHICLE AT THE REAR TO THE VEHICLES IN DRIVEWAY-TOWAWAY OPERATIONS, THE DATE OF MANUFACTURE OF WHICH IS SUBSEQUENT TO SECTION 393.86 READS AS FOLLOWS:: "EVERY MOTOR VEHICLE, EXCEPT TRUCK-TRACTORS, POLE TRAILERS, AND

PART 172, AND 49 CFR SECTION 171.12A). PLACARDING BE EQUIPPED WITH REAR END PROTECTION (REFERANCE 49CFR PART 397, 49 CFR SECTION 177.823, 49 CFR THE REGULATIONS ALSO REQUIRE ALL MOTOR VEHICLES TRANSPORTING HAZARDOUS MATERIALS REQUIRING

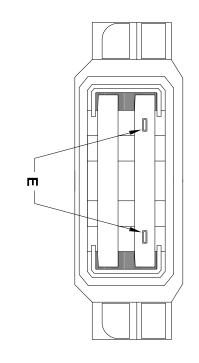
FOR REAR END PROTECTION ON COMMERCIAL MOTOR VEHICLES WITH A GVW OF 10,001-17,000 lbs. / 4536.38-7711.07 kg PART 178 - SHIPPING CONTAINER SPECIFICATIONS OF SUBCHAPTER C - HAZARDOUS MATERIAL REGULATIONS OF INTRASTATE COMMERCE, AND ANY SIZE VEHICLE HAULING HAZARDOUS MATERIALS REQUIRING PLACARDS WITH AN END PROTECTION FOR COMMERCIAL MOTOR VEHICLES WITH A GVW OF 17,000 lbs. / 7711.07 kg. OR MORE OPERATED IN 178.338-10(C), 178.345-8(D), 178.346-8, 178.347-8, AND 178.348-8). PENNSYLVANIA HAS ADOPTED 49 CFR 393.86 REAR REQUIREMENTS FOR REAR END PROTECTION ON CARGO TANK MOTOR VEHICLES (REFERENCE SECTIONS 178.337-10(D), PROTECTION STRUCTURE, SUBPART J - SPECIFICATIONS FOR CONTAINERS FOR MOTOR VEHICLE TRANSPORTATION OF OPERATED IN INTRASTATE COMMERCE. ABOVE GROUND LEVEL." SEE TITLE 67 CHAPTER 175 OF THE PENNSYLVANIA CODE FOR THE SPECIFIC REQUIREMENTS ADDITIONAL REQUIREMENT: "SOME PART OF THE HORIZONTAL BUMPER BAR SHALL FALL WITHIN 16-30in. / 40.64-76.2cm CHAPTER I - RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION DOES CONTAIN SPECIFIC PERFORMANCE ALTHOUGH SECTION 393.86 DOES NOT SET FORTH SPECIFIC PERFORMANCE REQUIREMENTS FOR THE REAR END

ANY / ALL REVISIONS SHALL SUPERSEDE THE ABOVE

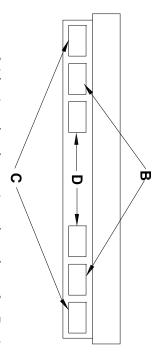
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COMMONWEALTH OF PENNSYLVANIA

FRONT VIEW



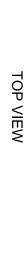
REAR VIEW

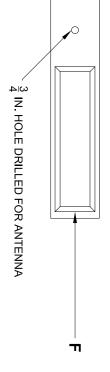


Lighting, Whelen part # PADOTSY8. The purpose of this drawing is to show locations for Body

- one each side. A. LINZ6AD Amber Warning Light, grommet (flush) mounted,
- B. M6BUD Back up Lights with Brush Guards.
- C. M5BTTD Stop / Tail / Turn Lights with Brush Guards.
- D. M6AD Amber Warning Lights with Brush Guards.
- E. LINZ6AD Amber Warning Light, both grommet mounted (flush with Front Grill).
- F. R10PADOT, R10-Mini Bar Warning Light.

LED LIGHT BAR & ANTENNA HOLE PLATFORM MOUNTED





FRONT VIEW

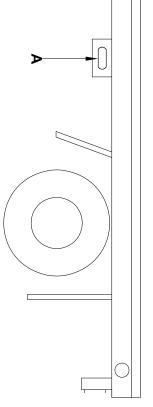
SIDE VIEW







SIDE VIEW



PA DEPARTMENT OF TRANSPORTATION

SAFETY ADMINISTRATION (NHTSA) IN THAT: THIS VEHICLE SHALL COMPLY WITH THE RULES OF THE NATIONAL HIGHWAY TRAFFIC

ROAD SURFACE, AND THE UPPER EDGE NOT MORE THAN 60in. ABOVE IT. NUMBER 108. THE CENTER OF THE MATERIAL MUST NOT BE LESS THAN 15in. ABOVE THE HEIGHT AS OTHER RETROFLECTIVE DEVICES CURRENTLY REQUIRED BY STANDARD THE MOUNTING HEIGHT OF THE HORIZONTAL STRIPES ARE RESTRICTED TO THE SAME

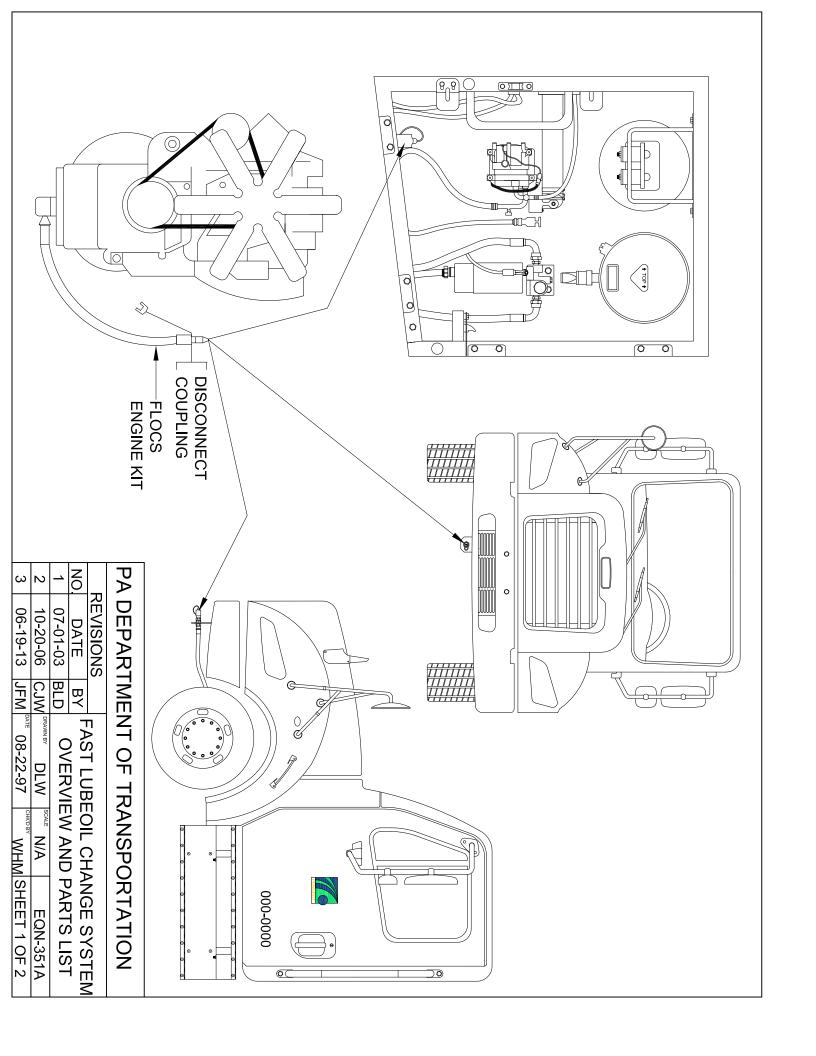
REFLECTIVE MATERIAL SHALL BE APPLIED TO THE HORIZONTAL BAR OF THE REAR UNDERRIDE DEVICE IN ADDITION TO THE FLOOR LEVEL HORIZONTAL STRIPE. THE UPPER 12in. BY TWO INCHES WIDE, INDICATING THE WIDTH AND HEIGHT OF THE TRAILER CORNERS ARE TO BE MARKED BY TWO 90 DEGREE ANGLE BRACKETS OF WHITE STRIPES

THE COLORS SHALL BE PLACED IN ALTERNATING SEQUENCE WITH MORE THAN UNIFORM AS PRACTICAL AND INDICATE THE FULL LENGTH AND WIDTH OF THE VEHICLE. CLOSEING DISTANCE TO IT. THE DISTRIBUTION OF SPACES AND MATERIALS SHALL BE AS THE CONFIGURATION SHALL IDENTIFY THE VEHICLE AS TO ITS ESTIMATED SIZE AND THE TWO-THIRDS OF THE MATERIAL IN COLOR.

OR 3M SCOTCHLITE CONSPICUITY SHEETING BACKING REFLEXITE CONSPICUITY II SYSTEM SERIES 980 MATERIAL SHALL BE RED/SILVER CONTINUOUS CONSPICUITY TAPE SHALL BE REFLECTORIZED. 2in. WIDE, MATERIAL SHALL BE APPLIED. DA DEDADTMENT OF TDANSDORTATION

THE MOST CURRENT REGULATIONS SHALL BE ADHERED TO.

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Ţ	REVISIONS		CON	CONSPICUITY TAPE	Y TAPE
NO.	NO. DATE BY	ВҮ	STRIPI	NG REQ	STRIPING REQIREMENTS
1	05-16-02 DWG	DWG			
2	11-03-06	Mro	2 11-03-06 CJW DLW SCALE N/A	SCALE N/A	EQN-127A
ယ	01-02-09	MHH	11-07-97	CHK'D BY DMA	3 01-02-09 MHH ^{DATE} 11-07-97 CHKOBY DMA SHEET 1 OF 1



1. CONTACT AEROQUIP WITH YOUR DRAIN PAN PLUG SIZE

2. AEROQUIP DEALER TELEPHONE NUMBERS:

FLOCS SHALL INCLUDE, BUT NOT LIMITED TO:

A. DUST CAP 5657-12

B. HOSE TO SUIT LENGTH

C. HOSE FITTING TO SUIT

D. ADAPTER TO SUIT

E. HOSE CLAMP #900729-6

F. BRACKET TO SUIT

G. COUPLING 5602-12-12S

1 07-01-03 BID	NO, DA	REVISIONS	A DEP
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≃ ⊃	ВҮ		MEI
CVEXVIEW AND TAXIN LIGH	BY FAST LUBEUIL CHANGE STOLE	VOT LIBEOU CHANCE SYSTE	OF TRANSFORTATION

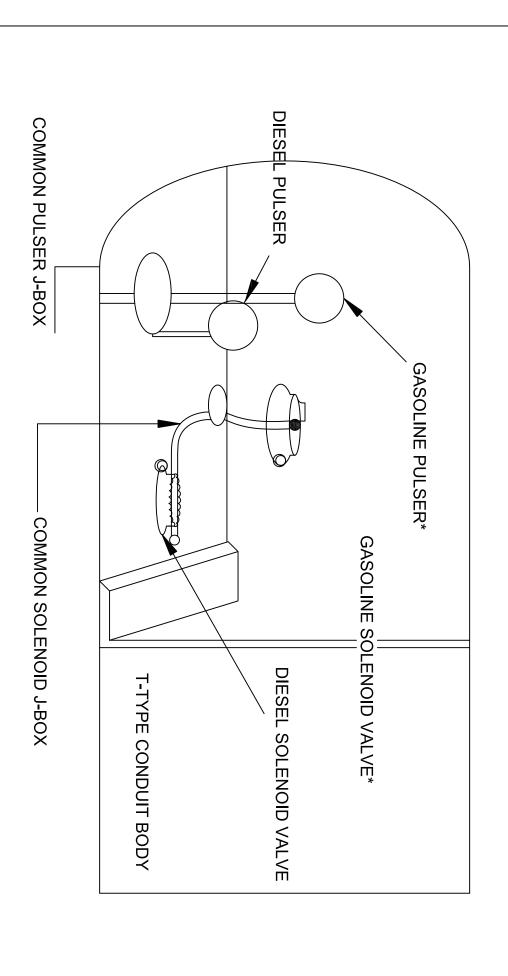
10-20-06 06-19-13

JFM DATE

08-22-97

WHM SHEET 2 OF 2

EQN-351A

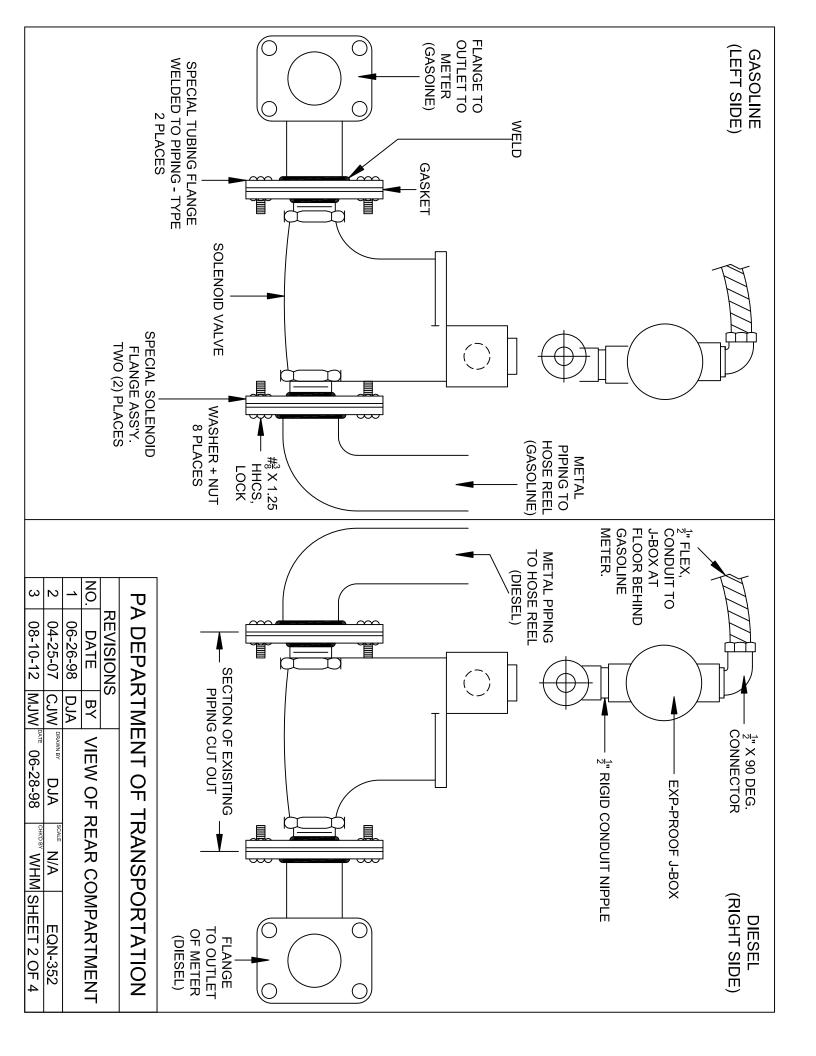


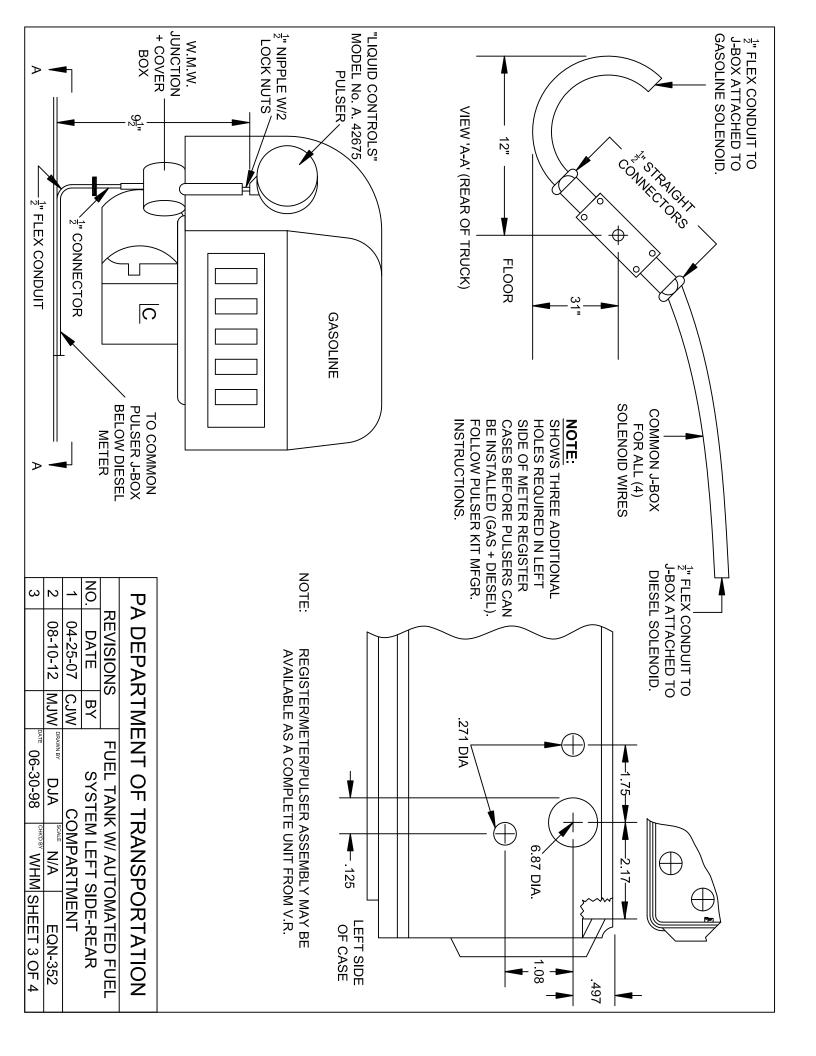
NOTE:

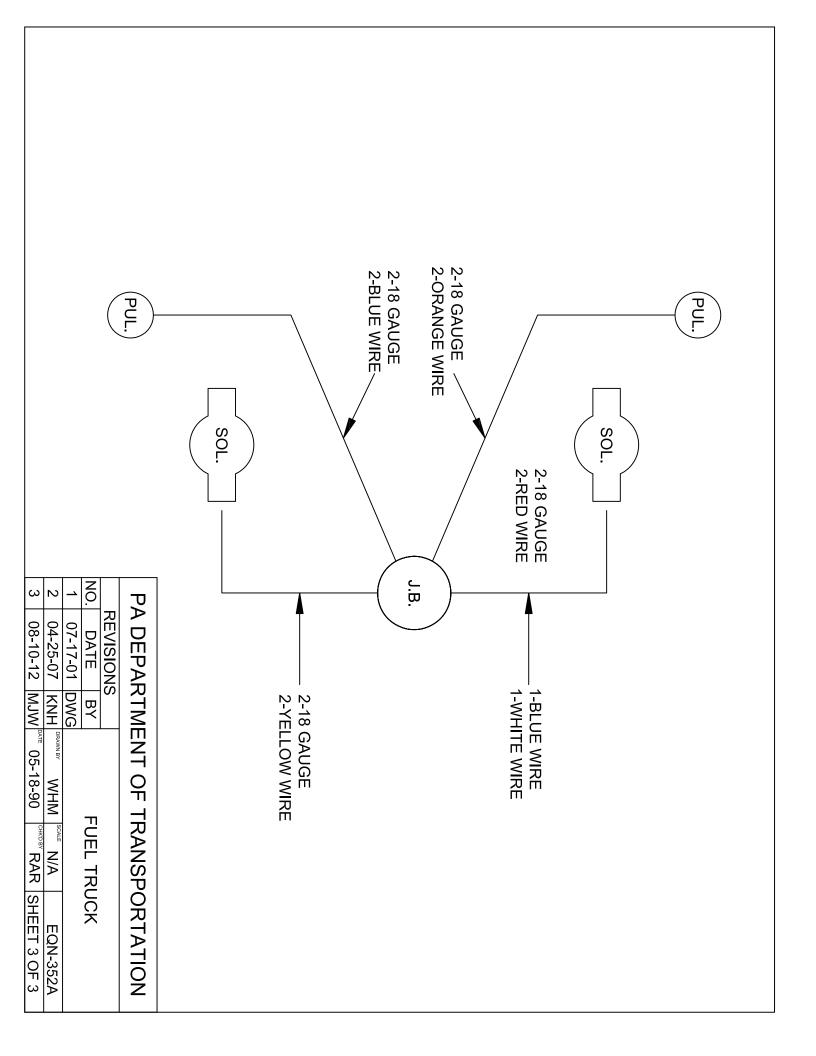
- 1.) TRUCK VENDOR SHALL SUPPLY SOLENOID VALVES AND METERS WITH PULSERS. SOLENOID VALVE: SIZE SUIT, 12V dc REF: ITT GENERAL CONTROL OR EQUAL. METER: 1.5in. METER WITH REGISTER 10:1 "LIQUID CONTROLS" ELECTONIC DRY CONTACT, NON-RESET PULSER MODEL. D4111, TICKET PRINTER ZERO-START, AIR ELIMINATOR AND STRAINER. REF: "LIQUID CONTROLS" MODEL M-5-1 OR EXACT EQUAL.
- A.) * NOT APPLICABLE IF SINGLE PRODUCT TANK

PA DEPARTMENT OF TRANSPORTATION

3	2	1	NO.	
8-10-12	4-25-07 CJW	6-29-88 DJA	NO. DATE	REVISIONS
MJW	CJW	DJA	ВҮ	6
8-10-12 MJW 06-22-88	RAWNBY DJA		SYSTEM, SOI	FUEL TAN
WHM	SCALE N/A	CONDUIT LAYOUT	_ENOID V/	K W/AUTO
CHKDBY WHM SHEET 1 OF 4	EQN-352	YOUT	BY SYSTEM, SOLENOID VALVES, PULSERS	FUEL TANK W/AUTOMATED FUEL







PENNDOT FUEL TANK TRUCK

DRIVER'S SIDE ONLY AND SHALL BE POSITIONED TO PERMIT AN AVERAGE HEIGHT MAN TO REACH AND SERVICE THE TWO(2) FUEL MANHOLES IN THE STANDING

DIMENSIONS FULL TANK LENGTH, APPROX. 9 TO 10 INCHES WIDE, BUT SHALL NOT EXCEED LEGAL OVERALL VEHICLE WIDTH OF 96 INCHES. T H H

THE TANK MFG, SHALL SUPPLY THE REFERENCED STEP MFG, A DRAWING OF THE SUCESSFUL TANK MFGS, RADIUS, TO INSURE THE DEPARTMENT A TOTALLY ENGINEERED THE TANK MFG, SHALL WELD A PLATE TO THE TANK SO A SAFE AND LEGAL INSTALLATION ${\it PF}$ THE REFERENCED SAFETY STEPS CAN BE OBTAINED BY MEANS OF WELDING TO THIS AFORMENTIONED TANK OUTER LINER.

ATTACHMENT: DESIRES THE ATTACHING BRACKET TO BE ONE PIECE, FULL UPPER AND LOWER WELDING TO THE TANK GUSSETT PLATE. THE PICTURE BELOW OF THE PROPOSED CATWALK MATERIAL LENGTH, TO PERMIT IS A GUIDE, THE DEPT,

PRODUCT.

AS MFG. BY: Bustin Industrial Products Inc. P.O. Box 826 Dover, New Jersey 07801 Phone: (201)-366-8800

R.D. #2 Route 910 Cheswick, PA 15024 Phone: (412)-828-2223

□hio Grating Inc.
5299 Southway SW
Canton, □hio 44706-1992
Phone: (216)-477-6707

№	1	ND.		PΑ
04-11-06	1 07/02/01 DJA DRAVN BY	DATE	REVISIONS	PA DEPARTMENT OF
KNH	DJA	ВҮ	S	TME
790 _{₃™}	DRAWN BY	<u> </u>		
19/98	DJA	ANK (PENN	ПE
CHY'D BY WIN	SCALE N/A	CATWALK	PENNDOT FUE	TRANSI
04-11-06 KNH ME 06/19/98 WHM SHEET 2 DF 2	EQN-352B	CATWALK LOCATION	EL TRUCK	TRANSPORTATION

Centralized Lubrication System On Road Equipment EQN - 501

There shall be an automatic centralized lubrication system professionally installed to maintain all the daily, weekly, and monthly lubrication points. Only electrically controlled, #2 chassis grease systems shall be accepted. The use of pneumatic systems is unacceptable. The requirements for the lubrication system components and installation procedures are outlined below. It is the responsibility of the vendor to ensure that the automatic lubrication system complies with all of these requirements.

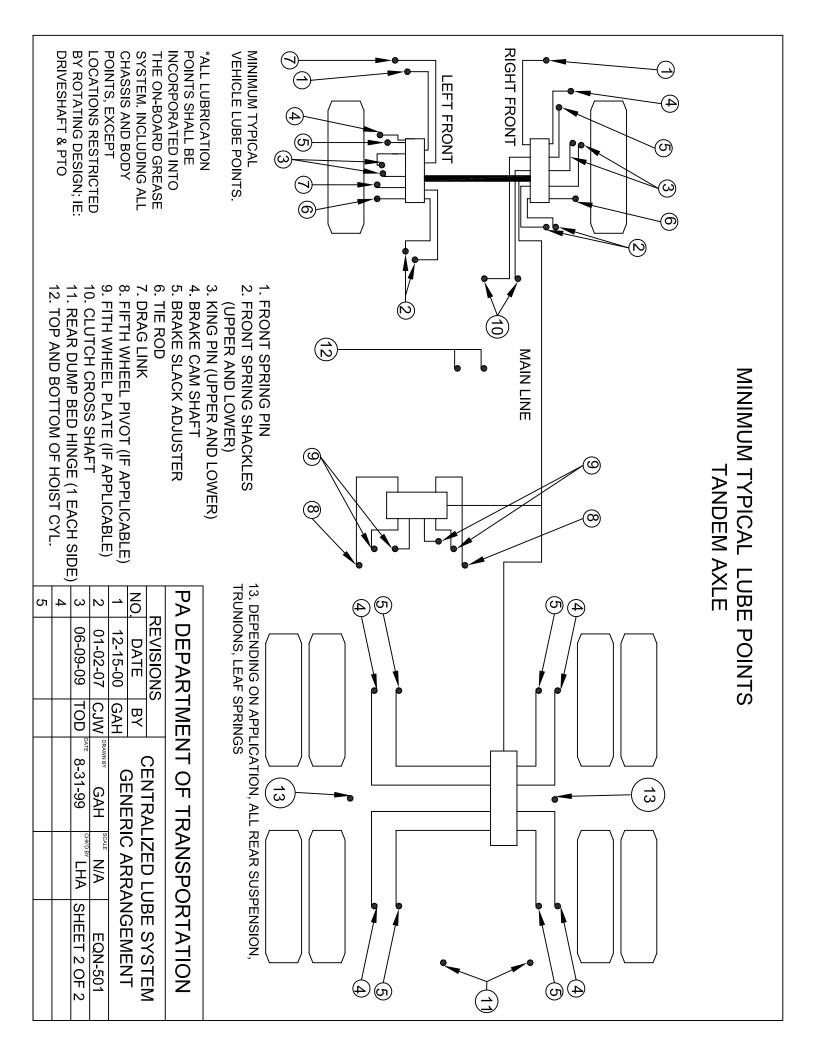
1. Performance Requirements

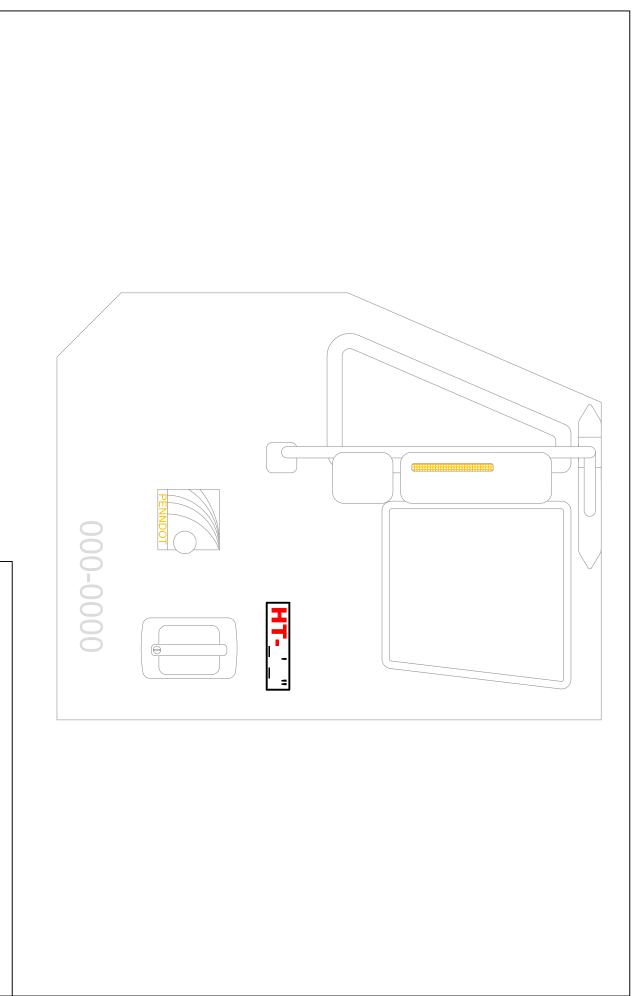
- The system pump shall be capable of delivering NLGI #2 grease over a temperature range of minus 10 degrees Fahrenheit to 120 degrees Fahrenheit.
- The pump shall have an integral adjustable timer to change the grease delivery intervals as needed.
- The system shall use a fused electric pump, either 12 Volt DC or 24 Volt DC depending on application. Pneumatic pumps are not acceptable.
- The pump shall be equipped with a pressure relief valve device at the pump outlet to protect the pump from damage due
 to over pressure.
- For ease of service, the pump shall have a pumping element located on the side that can be removed and replaced or repaired as needed without having to remove or disassemble the pump.
- The pump shall use a clear or translucent reservoir to allow for visual inspection of the grease level. Reservoir shall have a full level indicator. Bladder type reservoirs are not acceptable.
- The grease reservoir shall be a minimum four pound capacity.
- The system shall have a cab mounted fault light that will notify the operator of a lube system fault and low grease level. If any point in the system will not take grease, the fault light shall illuminate.
- The system shall be a positive displacement series progressive type, using primary and secondary valves.
- All secondary valves shall be non-segmented to minimize the potential leak path and or sources of contamination.
- All valves shall be made of corrosion resistant coated carbon steel.
- The positive displacement proportioning valves shall have a tee and high back pressure grease fittings at each valve inlet for manual filling, system testing, and to fill repaired lines.
- The system shall have a manual override fitting to enable the system to be manually operated if the pump is inoperable.
- Equipment shall have a 2 year manufacturer's warranty.

2. Installation Requirements - On Road

- The system shall use only high pressure hose (4,000 psig operating, 10,000 psig burst). All hoses are to be of US standard sizes (1/8" ID hose 5/16 OD) and readily available from local sources.
- All hoses shall use a two piece re-usable hose end with quick disconnects at the valve outlet for ease of inspection and repair.
- All lines from the secondary valves to the chassis or body inlet points shall be flexible with at least a 500 PSI working pressure. All tubing shall be standard size (1/4 inch OD) and readily available from local sources.
- All line runs will be secured to the chassis or air lines via tie wraps. Protective wrap shall be used for all lines run over any
 edge of the chassis and especially at the termination points for front suspension including upper & lower king pins, tie rod
 ends and any exposed lines that are not fixed. The use of steel tubing is prohibited.
- The pump shall be installed in a safe location on the truck chassis that is protected and easy to monitor the grease level and refill. For exact mounting location, contact PennDOT Equipment Division, Specification Unit 717.787.2123
- Ground Level filling shall be provided for all lube systems. Remote lines are acceptable if reservoir is viewable from remote fill location.
- Installations shall be warranted for 2 years of operation.

PA DEPARTMENT OF TRANSPORTATION						
REVISIONS			CENTRALIZED LUBE SYSTEM			
NO.	DATE	BY				
1			SCALE	N/A	EQN-501	
2			DRAWN BY	TOD		
3			DATE 6-8	8-09	SHEET 1 OF 2	





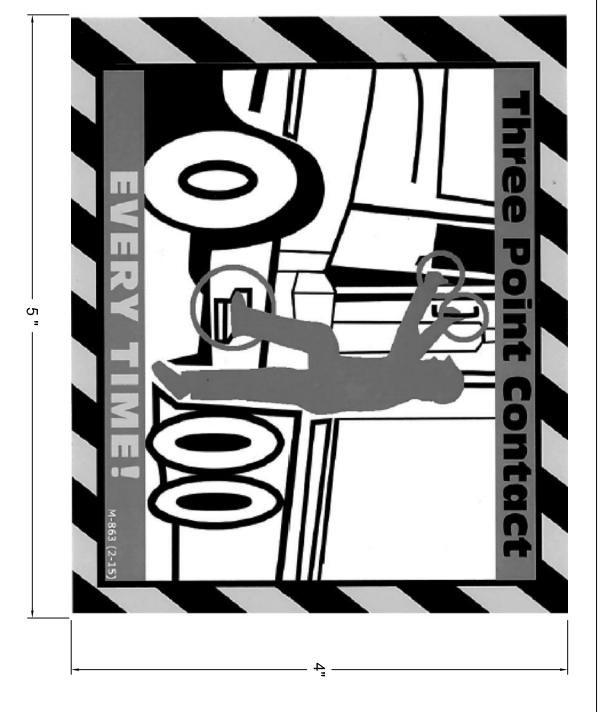
THERE SHALL BE A PERMANENT DECAL, 2 INCH HIGH RED LETTERS ON WHITE BACKGROUND AFFIXED BY THE DRIVER SIDE DOOR HANDLE STATING THE OVERALL MAXIMUM TRAVEL HEIGHT OF THE COMPLETED AND UNLOADED UNIT.

PA DEPARTMENT OF TRANSPORTATION

REVISIONS				
DATE	ВҮ	MAX TRAN	VEL HEIG	MAX TRAVEL HEIGHT STICKER
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		DRAWN BY JFM	SCALE 2	EQN-552
		DATE 05-29-13	CHK'D BY INT	CHKO BY INT SHEET 1 OF 1

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THERE SHALL BE A PERMANENT DECAL AFFIXED ON EACH DOOR. THE SAME PERMANENT DECAL SHALL BE AFFIXED BY EACH BODY LADDER. MEASUREMENTS OF DECAL ARE REFERENCED ABOVE.

PA DEPARTMENT OF TRANSPORTATION

ı					
	3	2	1	NO.	_
			12-20-16 JJB) DATE BY	REVISIONS
			JJB	ВҮ	
	DATE 03-23-15	DRAWNBY GAW			
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	CHKOBY TOD SHEET 1 OF 1	EQN-552-1	ָ 		THREE DOINTS OF CONTACT

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DGS (DEPARTMENT OF GENERAL SERVICES) to satisfy a need for Highway Support Vehicles.

I.2 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.4 IFB-009.1 Questions (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at HTTP://WWW.EMARKETPLACE.STATE.PA.US it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.7 IFB-024.1 Bid Protest Procedure (April 2016)

The Bid Protest Procedure is on the DGS website at http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf

I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.9 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.10 IFB-030.1 Approved Equal (Nov 2006)

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.11 IFB-031.1 Alternates (Oct 2013)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.12 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.13 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. <u>Bid Modification Prior to Bid Opening.</u> Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. <u>Bid Withdrawal Prior to Bid Opening.</u> Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. <u>Bid Withdrawal After Bid Opening.</u> Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
 - 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in

which the bidder has a substantial interest.

- 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. <u>Clarification and Additional Information.</u> After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
 - 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or:
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.14 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

I.15 Submission-001.1 Representations and Authorizations (Oct 2013)

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or

Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 IFB-010.1 License Required (Oct 2013)

It is unlawful for any individual, corporation, partnership, association or other entity foreign or domestic to engage in the business of salesperson, broker, dealer, manufacturer, factory branch, distributor, distributor branch, factory or distributor representative or wholesaler within COMMONWEALTH unless he has secured a license as required by Act No. 84 of 1983, known as the Board of Vehicles Act. Before a Contract is awarded to any bidder and before a bidder sells COMMONWEALTH any vehicle covered by this requisition, he must hold or secure an appropriate license issued by the State Board of Vehicle Manufacturers, Dealers and Salespersons. Information and/or an application in regard to the license requirement can be obtained from:

Department of State Bureau of Professional and Occupational Affairs State Board of Motor Vehicle Manufacturers, Dealers and Salesmen P.O. Box 2649 Harrisburg, PA 17105-2649

Please submit a copy of your PA Dealer's License or provide your PA Dealer's License number with your bid.

II.3 IFB-011.1 Authorized Dealer/Franchiser (Oct 2006)

In order to be eligible for award, an offeror must be an Authorized/Franchised dealer representing the manufacturer of Vehicles offered to the Commonwealth.

II.4 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

II.5 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Reponse

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1b Method of Award - By Lot (February 2012)

It is the intent of the Commonwealth to award by lots established in the IFB or in the pricing spreadsheets to the lowest responsive and responsible bidder per lot. The Commonwealth reserves the right to award by line item or to award all lots to a single vendor if it determines that it is in the best interest of the Commonwealth to do so.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at https://www.pasupplierportal.state.pa.us/ or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

III.7 III-IFB-014.1 Rebates (Nov 2006)

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will

receive the full benefit of the manufacturer's rebate.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1a Specifications (Nov 2006)

The Commonwealth is seeking bids to procure the item(s) set forth in the attached document entitled "Specifications."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 02 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 3 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1a Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has <u>not</u> been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding

contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.6 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. <u>Agency:</u> The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. <u>Contracting Officer:</u> The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. <u>Days:</u> Unless specifically indicated otherwise, days mean calendar days.
- d. <u>Developed Works or Developed Materials:</u> All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. <u>Documentation:</u> All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. <u>Services:</u> All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1c Purchase Orders - Vehicles (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day. The Contractor must acknowledge receipt of an order within ten (10) days from the day the purchase order is issued to the Contractor. In order to insure timely delivery, the Commonwealth should follow up on orders if written acknowledgement is not received within ten (10) days.

The Commonwealth and the Contractor specifically agree as follows:

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

- b. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth Agency transmitting the order has properly received an acknowledgement.
- c. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01c Delivery – Vehicles (Oct 2013)

All vehicle(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the vehicle(s) ordered prior to the receipt of the vehicle(s) by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all vehicle(s) must be delivered within the time period specified in the Contract. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified.

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty. (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement

concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails,

neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-010.2 Product Conformance (March 2012)

The Commonwealth reserves the right to require any and all Contractors to:

- 1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- 2. Supply published manufacturer product documentation.
- 3. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- 4. Complete a survey/questionnaire relating to the bid requirements and specifications.
- 5. Provide customer references.
- 6. Provide a product demonstration at a location near Harrisburg or the using agency location.

V.16 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.18 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.19 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

V.20 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.21 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.22 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.23 CONTRACT-016.1 Payment (Oct 2006)

a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the

Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.24 CONTRACT-016.2 ACH Payments (Aug 2007)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.25 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the

Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;

- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.31 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE**: The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. NON-APPROPRIATION: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE**: The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.34 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)

The Contractor agrees:

- 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- 4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 7. The Contractor's and e ach subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- **1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
- **a.** "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- **b.** "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- **c.** "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- **d.** "Contractor Related Parties" means any affliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. "Financial Interest" means either:
- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but

not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct*, *Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

- **g.** "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- 2. In furtherance of this policy, Contractor agrees to the following:
- **a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- **b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- **c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- **d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- **e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- **f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- **g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- **j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- **4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- **6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at **http://www.dgs.state.pa.us/** or contacting the:

Department of General Services Office of Chief Counsel 603 North Office Building Harrisburg, PA 17125 Telephone No: (717) 783-6472 FAX No: (717) 787-9138

V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.39 CONTRACT-031.1 Hazardous Substances (Oct 2013)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with

Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):
- 1) Hazardous substances:
- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.
- 2) Hazardous mixtures:
- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.
- 3) Single chemicals:
- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- · NFPA 704, Identification of the Fire Hazards of Materials.
- · National Paint and Coatings Association: Hazardous Materials Identification System.
- · American Society for Testing and Materials, Safety Alert Pictorial Chart.

· American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

V.40 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.41 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.42 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.43 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

V.44 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.45 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.46 CONTRACT-037.1a Confidentiality (Oct 2013)

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
- (i) the attached document contains confidential or proprietary information or trade secrets;
- (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
- (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.47 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

V.48 CONTRACT-047.1 Motor Vehicles to be manufactured in North America (Oct 2006)

All motor vehicles furnished by the Contractor pursuant to the Contract must be manufactured in North America. North America is defined as the United States, Canada, and Mexico. A motor vehicle is manufactured in North America if a substantial majority of the principal components are assembled into the final products in an assembly plant in North America. The Contractor shall be prepared to prove that the motor vehicles that will be, or have been, furnished to the Commonwealth will be or are, in fact, manufactured in North America in accordance with Sections 3731-3736 of the Commonwealth Procurement Code (62 Pa. C.S. Sections 3731-3736), known as the Motor Vehicle Procurement Act. No payment shall be made to the Contractor unless the Commonwealth is satisfied that the Contractor has complied with these provisions and the Motor Vehicle Procurement Act. Any payments made to the Contractor, which should not have been made, shall be recoverable directly from the Contractor. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Motor Vehicle Procurement Act may be prohibited by any public agency from participation in Contracts awarded by the public agency for a period of five years from the date of determination that a violation has occurred.

V.49 CONTRACT-047.2b General Delivery Requirements for Vehicles (Oct 2012)

The Contractor must supply the contracted vehicles that are to be delivered to the Commonwealth of Pennsylvania in accordance with the specifications attached to this IFB and any Pennsylvania Commercial Item Descriptions referenced in the specifications and attached to this IFB.

V.50 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration

system.

b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.



COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

General Requirements for Delivery of Vehicles

(This item description supersedes PCID 1067, effective April 12, 2011)

PCID NO. 1067 Eff. 8/19/14

The following delivery requirements shall apply to the vehicle as specified by the ordering agency. These requirements are in addition to, but not limited to, the vehicle specification provided as part of the solicitation document. Unless otherwise noted on the request for proposals or invitation for bids, deliveries shall be made to the Department of General Services (DGS), Commonwealth Garage, 22nd and Forster Streets, Harrisburg, Pennsylvania, phone (717) 787-4252.

NOTE: Deliveries for the Department of Transportation (PennDOT) shall be made to the PennDOT Equipment Division, headquartered in Harrisburg, Pennsylvania, phone (717) 787-2123. Deliveries for the Pennsylvania State Police (PSP) shall be made to the PSP Transportation Division headquartered in Harrisburg, Pennsylvania, phone (717) 787-1318.

1.0 GENERAL REQUIREMENTS SECTION

- 1.1 The vehicle Manufacturer's model name and/or model number shall be indicated on a decal affixed inside the door.
- 1.2 Standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated in the proposal.
- 1.3 Tire size and type shall be original equipment brand or as indicated in the proposal or specification sheet. Tire inflation monitors shall be supplied as required by Federal Motor Vehicle Safety Standard (FMVSS) 138.
- 1.4 All vehicles shall be new and of the model year indicated in the proposal.
- 1.5 All vehicles shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the supplier.
- 1.6 All vehicles shall have a valid PA state inspection sticker and a valid PA emissions inspections sticker (for all vehicles subject to the PA I/M Program). NOTE: New or current model year vehicles with less than 5,000 miles, subject to the PA I/M program, must display a valid PA emissions inspection sticker with an exemption indicator. All Pennsylvania state inspection requirements are the sole responsibility of the supplier.
- 1.7 All vehicles shall have completed the manufacturers' recommended pre-delivery service.
- 1.8 All vehicles shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical components fully functional and operational, and the vehicle will be "road ready" for immediate use.

NOTE: Supplier shall not remove the manufacturer's MSRP (Monroney) sticker and/or dealer sticker price prior to delivery. Stickers should be affixed to an interior surface of the vehicle window and legible from outside of the vehicle. Stickers shall be easily removable without any permanent marking left on the glass. Incomplete chassis shall have the sticker included loose with the delivery documents.

1.9 All vehicles shall have appropriately placed decals or manuals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir in accordance with the manufacturer's recommendation.

Vehicle Delivery Requirements

- 1.10 All vehicles shall have permanent antifreeze in each vehicle to protect it at a level of -35°F.
- 1.11 All vehicles shall be free from all dealer signs/emblems.
- 1.12 All vehicles shall have all required rust proofing applied to the exterior and underside of the vehicle. No rustproofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.
- 1.13 All vehicles shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons.
- 1.14 Each vehicle shall include the proper forms to apply for Pennsylvania title and license including the original manufacturer's Statement of Origin signed by the dealer/supplier and notarized. All title papers shall be properly executed and include PennDOT Form MV-1, Application for Title, which shall indicate the owner name and address as follows: Pennsylvania Department of General Services, 2221 Forster Street, Harrisburg, Pa 17125.*

- 1.15 At the time of vehicle delivery, the successful supplier shall furnish an original and three copies of the invoice which shall include the key number, vehicle color and Commonwealth purchase order number, contract number (if applicable) and indicate ordering agency. To ensure prompt payment the dollar amount of the supplier's invoice must match the purchase order amount.
- 1.16 The successful supplier shall comply with the manufacturer's warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.
- 1.17 The successful supplier shall submit at least two (2) copies of all service/technical bulletins, recall notices, etc. to the Director, Bureau of Vehicle Management, Department of General Services, 2221 Forster Street, Harrisburg, Pennsylvania 17125. These documents shall be submitted on a continual basis to keep the Bureau of Vehicle Management informed regarding improvements, changes and/or problems concerning Commonwealth owned vehicles and their component parts.
- 1.18 The Department of General Services, Bureau of Vehicle Management, will inspect all vehicles prior to acceptance. It will be the responsibility of the supplier to remove any vehicle rejected by the Bureau of Vehicle Management within two (2) working days after notification, and return the vehicle to the Commonwealth Garage upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the Commonwealth, not the date of delivery.
- 1.19 The Commonwealth disclaims any liability for damage to vehicles not unconditionally accepted by the Commonwealth.
- 1.20 Unless otherwise indicated, all items requested in this specification which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative. Vehicles delivered to the Commonwealth in a condition considered to be below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.
- 1.21 Trucks with snow plows being delivered to the Commonwealth Garage for inspection, are required to have the snow plow stored in the truck bed. Failure to do so will show cause for rejection of inspection.
- 1.22 All vehicle deliveries shall be coordinated through the DGS Bureau of Vehicle Management. Suppliers shall call (717) 787-4252 for delivery schedule at least 48 hours in advance. When vehicles are purchased by Pennsylvania State Police, the successful supplier shall call (717) 787-1318 (PSP). When vehicles are purchased by Pennsylvania

^{*}VEHICLES DELIVERED TO PA DEPT OF TRANSPOTATION SHALL BE TITLED ACCORDINGLY.

Vehicle Delivery Requirements

Department of Transportation, the successful supplier shall call (717) 787-2123 (PennDOT) for information regarding invoicing and delivery.

- 1.23 Vehicle Delivery: Mileage limitations are placed upon vehicles delivered in accordance to these requirements as indicated below. If the mileage upon delivery exceeds these limits, a credit of \$5.00 per mile will be applied against the awarded supplier's purchase order as damages and deducted at time of payment. If the awarded supplier uses a towing device to tow another vehicle to the Commonwealth Garage for delivery, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper damage caused by a towing device will be replaced by the awarded supplier at no charge to the Commonwealth. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.
- 1.23.1 Class 1 to 3 factory completed vehicles: mileage displayed on the vehicle odometer shall not exceed 400 miles.
- 1.23.2 Class 2 to 6, factory incomplete vehicle: mileage displayed on the vehicle odometer upon delivery with final stage manufacturer certification shall not exceed 1,000 miles.
- 1.24 Pennsylvania Clean Vehicles Program Requirement: Supplier is responsible to ensure that all supplied vehicles are compliant with all applicable Title 25 requirements (25 Pa. Code, Chapter 126, Subchapters D or E). This compliance shall be evidenced on the manufacturer's certificate of origin (MCO), or, alternatively, by submission of a completed MV-9. If supplied vehicles are not compliant, they can not be titled in Pennsylvania and the delivering supplier shall be responsible to pick up and return the vehicle by replacing it with a California or "50-state" emissions certified vehicle that is compliant with all Title 25 requirements

2.0 REQUIRED EQUIPMENT SECTION

The following items shall be supplied on all vehicles as **Minimum** required equipment, unless otherwise superceded in the request for proposals or invitation for bids.

- 2.1 Lug wrench on all trucks and jacks on trucks up to and including 10,000 lbs. GVWR.
- 2.2 Air conditioning integral with the heater and defrosters.
- 2.3 Dual electric intermittent windshield wipers.
- 2.4 The rustproofing shall be factory or locally applied in compliance with Federal Standard 297A. Warranty coupon for five (5) years, at no cost to the Commonwealth, shall be furnished with each vehicle*.
 - * NOT APPLICABLE IF THE VEHICLE FURNISHED IS FACTORY WARRANTED AGAINST CORROSION FOR NOT LESS THAN 5 YEARS AT NO COST TO THE COMMONWEALTH OF PENNSYLVANIA. WARRANTY INDICATING COMPLIANCE IS REQUIRED WITH EACH VEHICLE.
- 2.5 Emergency warning triangle kit (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).
- 2.6 First aid kit, 10 person with mountable cabinet (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).
- 2.7 Fire extinguisher, rechargeable, with vehicle mount, reference 2A:10B:C, 5 pound (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).
- 2.8 Powerport.
- 2.9 Unless otherwise indicated on the purchase order, each vehicle shall be equipped with front and rear license plate holders with a minimum two license plate screws installed.
- 2.10 Back-up alarm on all vehicles with GVWR of 10,000 lbs. or higher.

PCID NO. 1067

Vehicle Delivery Requirements

2.11 If a flexible fuel or an altenate fuel option is offered by the manufacturer, it <u>shall</u> be provided at no additional charge.

3.0 MATERIAL MASTERS: No Material Masters established for this delivery PCID.

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Supervisor: Brian Vulgaris Division Chief: Janice Pistor



COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

GENERAL REQUIREMENTS FOR BIDDING PennDOT VEHICLES/EQUIPMENT

(This item description supersedes PCID No. 1075 eff. 3/9/11)

PCID NO. 1075 Eff. 12/7/11

These General Requirements shall apply to all on-road and off-road vehicles, highway equipment, agricultural equipment and construction equipment, procured for use by the Department of Transportation, Commonwealth of Pennsylvania (PennDOT). These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

A. STANDARDS, CODES, RULES, REGULATIONS:

- 1. Each vehicle or unit of equipment shall conform to any and all requirements contained in the Pennsylvania Motor Vehicle Code.
- 2. Each vehicle or unit of equipment shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards, and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.
- 3. Each vehicle or unit of equipment shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:

American Institute of Steel Construction (AISC)

American National Standards Institute (ANSI)

American Society of Mechanical Engineers (ASME)

American Society for Testing and Materials (ASTM)

American Trucking Association (ATA)

American Welding Society (AWS)

American Wood-Preservers Association (AWPA)

Battery Council International (BCI)

British Standards Institute (BSI): Limits and Fits

Compressed Air and Gas Institute (CAGI)

Industrial Fastener Institute (IFI)

International Standards Organization (ISO)

Joint Industrial Council (JIC)

National Fire Protection Association (NFPA)

National Truck and Equipment Association (NTEA)

Power Crane and Shovel Association (PSCA)

Society of Automotive Engineers (SAE)

Society of Manufacturing Engineers (SME)

Steel Structure Painting Council (SSPC)

Tire and Rim Association (TRA)

B. COMPONENTS, PARTS AND ACCESSORIES:

- 1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.
- 2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
- 3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
- 4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.
- 5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
- 6. Vehicles shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.
- 7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure. This is not applicable to construction type equipment.

C SITE VISITS:

Prior to submission of its bid, a bidder may contact PennDOT and schedule a site visit to inspect vehicles/equipment (as available) in PennDOT's current inventory in order to further clarify any drawings, pictures and specifications. Units may be available in the field for bidders to inspect at one or more of PennDOT's Maintenance Districts, but the Commonwealth makes no guarantee that any particular vehicle/equipment shall be located at a site convenient to the bidder's place of business. The site visit must be scheduled with the Equipment Division by calling (717) 783-2371. It is the bidder's responsibility to complete the site visit in time to submit a bid. All travel will be at the bidder's expense.

D. ON BOARD VEHICLE/EQUIPMENT REQUIREMENTS:

- 1. Each vehicle and unit of equipment shall include the proper forms to apply for a Pennsylvania title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. A detailed invoice listing all equipment, PO number, VIN numbers and price. All title papers shall be properly prepared and executed. The application for title, Form MV-1 shall indicate the name and address exactly as follows: Pa. Dept. of Transportation, Equipment Division, 17th Street and Arsenal Blvd., Harrisburg, PA 17120 (ATTN: Specifications Unit).
- 2. Trucks and trailers shall be certified to meet or exceed requirements to obtain a Pennsylvania license. For medium and heavy-duty trucks and vans, the GWVR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
- 3. Vehicles designated for on-road/off-road use shall meet the following requirements:
 - a. Shall have a valid Pennsylvania state inspection sticker, if applicable.
 - b. Shall have completed the manufacturers' recommended pre-delivery service.
 - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door, if applicable.

- d. Shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be "work ready" for immediate use.
- e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir that is required by the vehicle.
- f. Shall have permanent antifreeze in each vehicle to protect it at a level of -35°F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.
- g. Shall be free from all dealer signs/emblems.
- h. Hydraulic systems shall be compatible with Universal Tractor Fluid (UTF).
- i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons as in accordance with section E (GENERAL WARRANTY REQUIREMENTS) as listed below.
- j. Shall have each vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.

The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the Commonwealth accepts the completed unit which complies with the written specifications.

All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.

E. GENERAL WARRANTY REQUIREMENTS

The following warranty requirements are considered minimum unless otherwise stated in the invitation for bids. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement, without deductibles during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty. All warranty policies shall be from the OEM and repairs shall be made at any authorized OEM warranty repair facility. Multiple repair facilities shall be located regionally around the State to support warrantable repairs.

- 1. A. <u>CONSTRUCTION EQUIPMENT</u>: The construction and agricultural equipment manufacturer's service and warranty program for full machine ("bumper to bumper") shall be for a minimum of two (2) years or two thousand (2,000) hours whichever first occurs.
- 1. B. <u>CONSTRUCTION EQUIPMENT</u>: The construction and agricultural equipment manufacturer's service and warranty program for full machine ("bumper to bumper") shall be for a minimum of one (1) year.

2. A. LIGHT DUTY TRUCKS & VANS (up to 19,500# GVWR):

The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000 miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty. The vehicle shall be certified as having a capacity of towing 5,000 pounds minimum without voiding the warranty.

2. B. MEDIUM DUTY/HEAVY DUTY CAB & CHASSIS (19,501# GVWR or higher):

The chassis manufacturer's service and warranty program shall be for one (1) year or 12,000 miles (whichever first occurs).

3. ADDITIONAL SPECIFIC WARRANTY ITEMS (Applies to light, medium and heavy duty trucks only)

a. RUST PROOFING WARRANTY

Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty.

b. FRAME RAILS AND CROSSMEMBERS (Chassis)

For medium/heavy duty trucks, frame rails and cross members are warranted for five (5) full years with no mileage or hourly limitations. This warranty covers both parts and labor for the full warranty period. For light duty trucks and vans, the manufacturer's standard frame rail and crossmember warranty is acceptable.

c. FLAT BED WARRANTY

A vehicle's flat bed shall be warranted for three (3) years. This warranty covers both parts and labor for the full warranty period. A decal will be placed on the inside driver's door stating the warranty's terms and the name, address and telephone number of the contact person to initiate warranty claim services.

d. SERVICE/UTILITY BODY AND ASOCIATED COMPONENTS WARRANTY

Fiberglass bodies shall be warranted for five (5) years to include color fading. Steel service and utility bodies shall be warranted for five (5) years against defects and corrosion, including rust through or perforation from within. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty. Associated components such as cranes, air compressors, and snowplows shall be covered by manufacturer's standard warranty. Manufacturer's standard warranty shall be provided in written or electronic form.

e. ENGINE AND TRANSMISSION WARRANTY

The engines for all Heavy/Medium Duty equipment/vehicles will be warranted for parts and labor for five (5) years or 150,000 miles (whichever first occurs). The engine warranty will include all items named or included within the valve covers, cylinder heads, block and oil pan. The transmission (automatic/manual) will be fully covered by the warranty and service program for five (5) years and will not be limited by mileage or hours. For light duty trucks and vans, the manufacturer's standard frame engine and transmission warranty is acceptable. Electronic fuel delivery components, electronic control modules and emission control components shall be covered for five (5) years or 100,000 miles whichever first occurs. After treatment Device/DPF shall be warranted for minimum 5 years or 100,000 miles. In addition to the engine warranty, the engine block shall be warranted against external perforation from corrosion for 10 years, 100% parts and labor.

f. WARRANTY CARD PROCEDURES

The successful bidder shall complete the warranty card except for the warranty start date. The PennDOT Equipment Division shall inform the successful bidder of the following: model number of vehicle; serial number of vehicle, equipment number, and location assigned; date released to

the counties. The warranty start-up date shall be the date of acceptance by the Department, not the date of delivery to the Department.

F. PILOT MODEL:

PennDOT reserves the right to require the successful bidder to make mutually agreeable arrangements to deliver a "pilot model" for initial inspection. Pilot models(s) shall be delivered to the Department of Transportation, 17th St., & Arsenal Blvd., Harrisburg, PA 17120 for inspection, testing and approval. The remaining units shall <u>not</u> be delivered for inspection, testing and approval until after the pilot model has been accepted by PennDOT. The remaining units shall fully meet the requirements of the specifications and must be indistinguishable from the approved pilot model. Presentation of a pilot model will not be required if the quantity is only one (1) unit. The pilot model must meet all the mechanical requirements of the specifications. PennDOT may field test the equipment to determine if it meets the performance requirements of the specifications. Performance testing results will normally be completed within two (2) weeks of date of delivery. There are administrative items that are required to be presented at the pilot model inspection. It is imperative that all of these items be presented at this time so they are ready for shipment, when the balance of the units are delivered. PennDOT may withhold payment, where deemed necessary, pending receipt of these items. PennDOT disclaims any liability for damage to equipment that has not been unconditionally accepted by the PennDOT.

G. DELIVERY:

Time is of the essence. All units must be delivered within the number of days, specified in the invitation for bids, after receipt of the purchase order by the successful bidder. It shall be assumed by the parties that the successful bidder received the purchase order on the third business day following the date of the purchase order, unless the successful bidder provides credible evidence that the order was received on a later date. Bidders must specify delivery time in their bid. Phrases such as "as required", "as soon as possible", or "prompt" have no meaning and may be cause for rejection of the bid. The successful bidder shall deliver **the completed unit(s) at ground level (stacked loads are unacceptable)** to the Equipment Division, 17th Street and Arsenal Blvd. Harrisburg, PA 17120. All deliveries shall be made on a working day between 7:00 AM and 2:30 PM. There is a loading dock at this location; however, any additional unloading cost shall be borne by the successful bidder. The terms of delivery are also controlled by other provisions in the invitation for bids.

The successful bidder shall submit to the PennDOT "on a continuing basis", all service bulletins and technical letters as regularly issued by a manufacturer to dealers or large fleets. All the relevant information shall be supplied for the unit(s) forwarded to the Commonwealth to inform PennDOT of any improvements, changes and/or problems concerning the unit and its component parts. This information shall be addressed to the Pennsylvania Department of Transportation, Equipment Division, 17th St. & Arsenal Blvd., Harrisburg, PA 17120, ATTN: Specification Unit Chief, Equipment Division. PennDOT reserves the right to have its representative(s) periodically inspect each unit during assembly at the successful bidder's assembly point.

H. PROCEDURE FOR IMPLEMENTING REPAIRS:

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Commonwealth. A copy of the successful bidder's work orders shall be supplied to the PennDOT County Equipment Manager and District Equipment Manager. Repairs assigned to the successful bidder can be performed at the successful bidder's place of business, at his duly authorized representative's place of business and, whenever possible, at the county maintenance facility or field locations. If services are to be performed at PennDOT's county maintenance facilities or in the field, the successful bidder must provide proof of insurance as stated in the contract attachments. County Equipment Managers shall notify the successful bidder or his duly authorized service representatives that the vehicle/equipment is down for component repairs and follow PennDOT standard procedure for handling warranty problems in accordance with the benefits of this warranty. At this time of notification, the location of repair is to be mutually agreed upon based on the most timely and cost effective basis to the Department. All work orders against the warranted repair shall be kept in PennDOT's Equipment History File at the county maintenance facility.

When repairs are to be performed at the successful bidder's place of business or his duly authorized representative's place of business, transportation of the vehicle/equipment within the Commonwealth of Pennsylvania shall be made by PennDOT. If determined by PennDOT that repairs cannot be handled within the Commonwealth, then transportation to and from the Commonwealth of Pennsylvania shall be the responsibility of the successful bidder.

If mileage costs will be charged to the Department for the diagnosis or repair of a warrantable item, an estimate of these costs shall be given to the County Equipment Manager prior to the repair agreement.

I. <u>LUBRICATION AND COMPONENT INFORMATION:</u>

The successful bidder shall provide lubrication and component information (as applicable) upon request by PennDOT. This information may be provided by copying and completing the sample forms attached to this document, or may be presented on forms prepared by the successful bidder and/or manufacturer. (see attached sample forms – 4 pages).

J. <u>SUCCESSFUL BIDDER'S RIGHTS</u>:

The successful bidder shall have the right to make periodic inspections to ascertain that the maintenance techniques and/or repair procedures are being administered in accordance with the guidelines set forth in this document. Preventive maintenance shall be performed by PennDOT in accordance with the component manufacturer's recommended procedures, or as modified during the contract through supplements. All internal parts of the components shall be the repair responsibility of the successful bidder, except maintenance adjustments.

K. MATERIAL MASTERS: No Material Masters established for this delivery PCID.

APPROVALS:

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Manager: Janice Pistor

Sample Forms (Instruction Sheet)

The Following Documents Shall Be Completed And Emailed / Shipped To

Email: Contact the Automotive Equipment Specialist @ The Equipment Division @ 717-705-2124 (This is an Excel Spread Sheet, a Work Copy will be Emailed to You)

Mail: Equipment Division

17th & Arsenal Blvd. Harrisburg, Pa. 17120

Attn: Specifications Division

Note: These Forms Must Be Delivered to The Equipment Division With The Pilot Model!

Instructions To Vendor For Completing The Attached Form (We Would Prefer Having This Completed Electronically)

Electronic:

- 1. Obtain Work Copy By Calling 717-705-2124
- 2. All Sections Are to be Filled Out
- 3. Insert N/A in All Sections That Do Not Apply, Do Not Leave any Sections Blank
- 4. Manufacturer, Model No. And Part No. Should Reflect The Actual <u>Component</u> Manufacturer
- 5. Warranty Section Should Reflect The Coverage, The <u>Vendor And/Or Equipment</u> (<u>Truck</u>) <u>Manufacturer</u> Will Supply, <u>Not</u> The Component Manufacturer.

Paper:

1. Same As Above, but Type or Print All Information

LUBE AND COMPONENT SHEET Equipment # **Effective Date Series PO Number Unit Warranty Period** Year **Engine** Manufacturer **Engine Model** Make Model **VIN Number** Vendor Trans. Manufacturer **Contact Person** Trans. Model **Contact Phone Body** Manufacturer Num. **Body Number** Oils & Lubes **Filters** Qty. of Part Com. Code Make Change **Filters Filters** Number Interval **Stocked** 2810-**Engine Oil Engine Oil Filter Engine Oil Filter** Secondary **Transmission Transmission** Oil **Filter** Aux. Trans. Filter **Fuel Filter** Fuel **Primary Fuel Filter Secondary** Rear Axle / **Axles**

Steering Filter

Steering Oil

Hydraulic Oil		Hydraulic Filter Suction				
		Suction Silter				
		Hydraulic Filter				
011		Return				
Coolant		Coolant Filter				
Transfer Case						
Front Axle		Air Filter Primary				
Brake Fluid		Air Filter				
		Secondary				
		Air Compressor Filter				
Description	Manufacturer	Model Number	Part Number		Warranty	
Air						
Compressor						
Air Dryer						
Alternator						
Auto Slack						
Adjuster						
Auto Lube						
System						
Axle Front						
Axle Rear						
Battery						
Belt Air						
Compressor						
Belt Alternator						
Belt Fan						
Belt Power						
Steering						
Brake						
Chamber						
(FRT)						
Brake						

Chamber		
(REAR)		
Brake Lining (FRT)		
, , , , , , , , , , , , , , , , , , ,		
Brake Lining		
(REAR)		
Clutch		
Assembly		
Differential		
Dump Body		
Electronic		
Joysticks		
Engine (AUX)		
Engine (MAIN)		
Fan		
GL 400		
GL 400 Wiring		
Grote Wiring		
Harness		
Hoist Cylinder		
Hydraulic		
Pump - Main		
Pump, Fuel		
Pump,		
Hydraulic Aux.		
Pump,		
Steering		
Pump, Water		
Radiator		
Rexroth Valve		
Starter		
Steering Gear		
Suspension		
System		
- J		<u> </u>

Tank Fuel		
Capacity		
Tire Size Front		
LR		
Tire Size Rear		
LR		
Transaxle		
Transfer Case		
Transmission		
Wing Plow		