



THE CITY OF COLORADO SPRINGS *and the* PIKES PEAK RURAL TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL

R16- T102 MZ

Date issued: July 20, 2016

POTHOLE PATCH TRUCK PURCHASE

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests Firm Fixed Price (FFP) proposals, as detailed in this Request for Proposal (RFP), for Hot Mix Asphalt Pothole Patch Truck. This RFP is for equipment to be used on PPRTA funded projects. This RFP is NOT related to 2C funded projects.

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System. All addenda or amendments shall be issues through the Rocky Mountain E-Purchasing System and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

| <u>Event</u> | <u>Date</u> |
|----------------------------|------------------------|
| Issue Request for Proposal | July 21, 2016 |
| Pre-Proposal Conference | N/A |
| Cut Off Date for Questions | August 12, 2016 2:00PM |

Questions about the RFP must be emailed in writing and directed to Michael Zeller, at the following email address: mzeller@springsgov.com. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

| | |
|----------------------------|------------------------|
| Proposal Due Date | August 22, 2016 2:00PM |
| Interviews (if applicable) | TBD |
| Award of Contract | TBD |
| Notice to Proceed | TBD |

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted to:
Michael Zeller
Contracts Specialist
30 S. Nevada Avenue, Suite 201

Colorado Springs, CO 80903

*******NO LATE OFFERS WILL BE ACCEPTED*******

Date/Time: Proposals shall be received on or before August 22, 2016 2:00PM.

Identification of Proposal:

Proposals shall be submitted in an envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

RFP No. and Title: R16-T102MZ Pothole Patch Truck Purchase
Due Date: August 22, 2016
Company:

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposals and then resealed.

1.3 NUMBER OF COPIES

Offerors shall submit **one (1) unbound original and six (6) hardcopies** of the proposal documents. **Offerors shall also submit one softcopy on CD/Flash Drive.** Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to Pothole Patch Truck Purchase.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is

deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period for the project detailed in this RFP will be established as 120 days from the issuance of a notice to proceed.

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado

Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) Sections I-IV of this Solicitation
- (b) Statement of Work
- (c) Other Appendices, Schedules, Exhibits, or Attachments

1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project.**

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/cat/government/tax-information/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.23 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

- Exhibit 1 Proposal Certification
- Exhibit 2 Scope of Work
- Exhibit 3 Evaluation Scoresheet

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

2.5 PROPOSAL NARRATIVE/TECHNICAL APPROACH

In the proposal narrative/technical approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does it generally appear that the Offeror knows and thoroughly understands the RFP requirements?

2.6 PRICE AREA

In the Price Area, the Offeror should complete Schedule A. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Rank costs lowest to highest.

2. How does the price compare to the industry competition?
3. If low, is it unrealistically low?
4. If high, is there demonstrated added value for the additional cost?
5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

2.7 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5

3.1.2 PRICE/COST AREA -- PRICE/COST

See Section II – Item 2.6

3.1.3 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.7

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First: Price/Cost Area
Second: Technical Area
Third: Proposal Presentation Area

B. Definitions for scoring are as follows:

1. The following apply to the Technical Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no

substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. The following apply to the Price Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price exceeds the budget amount and/or the average price of the competition.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

C. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may

also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

In addition to the special contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

4.1 PPRTA FUNDED PROJECTS

PPRTA Funding Special Provision: Joint Contracts - City of Colorado Springs and the Pikes Peak Rural Transportation Authority (PPRTA).

This contract is a joint contract between the Contractor, the City of Colorado Springs, and the Pikes Peak Rural Transportation Authority. The Parties therefore agree to the following:

1. This PPRTA Funding Special Provision shall supersede any contrary provision of this Contract.
2. The Contractor acknowledges and understands that this contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. The Contractor acknowledges and understands that all payments under this contract shall be made to the contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is Joint City / PPRTA funding, then payment to the Contractor by the PPRTA shall consist of Warrants from the City and Warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. There are no bonds required for this contract.
5. All insurance policies provided by the Contractor pursuant to this contract except Workers Compensation Insurance shall name both the City of Colorado Springs and the PPRTA as additional insureds. All insurance policies provided by any sub-contractor for any work pursuant to contracts with the Contractor, except Workers Compensation Insurance, shall also name both the City of Colorado Springs and the PPRTA as additional insureds.
6. Law: This contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City and the Resolutions, Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El

Paso County, Colorado. The Parties agree that this contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, and State of Colorado. The Contractor shall insure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Agreement without compensation to the Contractor. Performances of the PPRTA's obligations under this IGA are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended legal limitations on non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.
8. Indemnification: The Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, and the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract.
9. Warranties: All warranties provided by Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
10. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
11. Termination or default of Contract: In all contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City

rights in the event of default by the contractor, the term City shall include the PPRTA.

12. Change Orders:

- a) The Contractor agrees and acknowledges as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Contract, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract.
- b) The Contractor further agrees and acknowledges as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless City or PPRTA funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any additional compensable work performed under this Contract, including but not limited to emergency work, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.
- c) Any budget changes or significant changes to the design, requirements or scope of the Contract shall require the approval of the City and the PPRTA.

SECTION V – EXHIBITS

5.0 EXHIBITS

| | |
|-----------|------------------------|
| Exhibit 1 | Proposal Certification |
| Exhibit 2 | Statement of Work |
| Exhibit 3 | Evaluation Scoresheet |

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. _____ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (____) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____

This Company Is: Corporation____ Individual____ Partnership____
LLC_____

Offeror hereby acknowledges receipt of the following amendments, if applicable
Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

Please Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

Initials for 1

2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- d) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- g) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Offeror shall:
 - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
 - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
 - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this

contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 4

5. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

Initials for 5

6. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- Large Business (i.e. do not qualify as a small business or non-profit)
- Nonprofit
- Small Business
- Minority Owned Business/Small Disadvantaged Business
- Woman Owned Business

- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 7

8. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
 with position, _____ (Title)
 Can be reached at _____
 Work telephone number: _____
 Home telephone number: _____
 Cellular telephone number: _____
 E-mail address: _____

Initials for 8

9. OFFEROR’S CERTIFICATION

- The undersigned hereby affirms that:
- a) He/She is a duly authorized agent of the Offeror;
 - b) He/She has read and agrees to the City’s standard terms and conditions attached.
 - c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or

compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 9

10. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 10

**11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY
FOR CHANGES**

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 11

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 2 Scope OF WORK FOR HOT MIX ASPHALT PATCHING TRUCK

2.0 GENERAL

The purpose of this specification is to secure the latest model and design self-contained hot mix asphalt patching truck. The unit shall be new of current manufacture; no prototype, demo, or used trucks will be accepted. All items appearing in Manufacturer's published literature and specifications as standard are assumed to be included in bidder's proposal. All parts which are not specifically mentioned which are necessary to provide a complete self-contained hot mix asphalt patching truck shall be included in the bid and shall conform to strength, quality of materials, and workmanship to what is normally provided to the trade in general.

2.1 CONTAINER

- Unit hopper capacity shall be 6 cubic yards min. to 8 cubic yards max.
- Double wall constructed
- 2" - 6 lb. density insulation throughout
- 3/16 GA HR steel interior sides, 10 GA HR steel exterior
- Top loading lids have expansion corrugations
- Top loading doors are 2" double wall constructed
- Single hinged top lids open into a V with inside surface acting as a funnel
- Flame cut upper pivot arms for top lids
- All doors hydraulically operate by 2" x 11" stroke cylinders
- Material funneled to center of container
- Hydraulic system shall operate at 1500 PSI
- Hydraulic controls located at right rear corner of container
- Sloping floor shall not be less than 45° from horizontal
- Material shall be discharged by a belt over chain, 24" wide conveyor system
- Conveyor system shall include high temperature, heavy duty, multiply, 18" wide Kevlar® belt riveted onto every other crossbar by four rivets
- Belting shall have wear guard coating and sealed ends for lacing
- Belt ends are spliced together with screw attached splicer bar
- Belt shall be reinforced and designed to withstand 800°F and harsh cleaning solvents
- Chain shall have crossbars on every other chain link of conveyor and shall have sprockets with a 1³/₄" shaft
- Conveyor is driven through a gearbox by a hydraulic motor
- Forward and reverse controls
- 3/8" Pintle chain shall be driven by a 25:1 right angle gearbox and hydraulic high torque motor

2.2 HEATER

- Heat tubes located under container

- Interior heat chamber has passageways to direct heat
- Passageways separate from heat chamber
- Chamber totally enclosed inside container
- Controlled by thermostat range of 100°F - 300°F
- Onboard power source is hydraulically driven 230 VAC, 42 Amp electric generators with voltage and amperage meters. Power source after working hours through customer-supplied electric circuit, minimum 230 VAC, 40 A. Hopper heaters includes 230 VAC thermostatic controller displaying set-point and hopper temperature.
- Hopper heater electrical protection with 40 A ground fault circuit interrupter (GFCI) that trips at 5 mA for worker safety. Tack heater and system controls protected with 10 A breaker wired through the 40 A GFCI.

2.3 AIR PRESSURE TYPE EMULSION SPRAY SYSTEM

- Min. 30 gallons and 40 gallon max.
- Internal serpentine of 1" steel tubing to circulate water from truck engine
- Truck engine cooling system as a heat source
- Two 5/8" coolants hose
- System will have a temperature control valve at tank with thermometer 0°F - 300°F
- Spray Wand and Hose: System should be plumbed to curbside rear of truck
- 3/8" diameter 5 feet long steel application wand shall be supplied
- 25 feet of 1/2" diameter oil resistant hose
- A brass changeable nozzle at spray tip
- Wand storage brackets
- Drip Pan: 10 gallon drip pan/waste oil combination, mounted under patcher body; necessary valves for draining and cleaning

2.4 AUXILIARY ELECTRIC HEAT PATCHER

- Low density electric heat
- Minimum 6KW, 240 VAC thermostatically controlled
- 100°F - 300°F
- Weatherproof Panel
- Overnight heating of asphalt
- 25 foot power cord

2.5 ROLLER TRANSPORT DEVICE

- Rear mount lifting rack with two hydraulic 36" stokes cylinders. Designed to lift and carry single drum walk behind rollers

2.6 TOOL BOX

- Lockable, 18"W x 36"L x 18"H
- Additional sizes and configuration available

2.7 TOOL BASKET

- Expanded metal with Angle iron framed mounted on left side of unit
- 15"W x 96"L x 8"H

2.8 SPOILS BIN

- 36" cross frame spoils bin at min. constructed of 10 GA HR steel doors on each side to discharge material

2.9 SOLVENT TANK & PUMP

- 25 gallon min. to 50 gallon max. tank
- 12 VDC pump
- Connected to solvent side of tank
- 25 foot hose with wand; used for cleaning tools

2.10 CAB CONTROLS

- Inside cab controls, air actuated
- Operates top lids, and/or rear door, conveyor

2.11 AIR BLOW GUN

- 25 feet, 3/8" hose and wand

2.12 ARROW BOARD

- (12) light board LED
- Arrow - left, right, or both
- Mounted at rear of unit

2.13 THERMOMETER

- 0°F - 300°F to determine the temp of material in the hopper

2.14 AIR COMPRESSOR

- Vanair Hydraulic, 40 CFM
- Vanair PTO under deck 160 CFM

2.15 AIR TOOLS

- 60 lb. min to 90 lbs. Breakers
- Asphalt cutter, detachable shank with pad

2.16 HOSE REELS

- Emulsion spray hose reel
- Solvent hose reel
- Air blow gun hose reel
- All reels are designed to accommodate 25 foot hoses
- Air hammer hose reel, 50 foot

2.17 SIDE DISCHARGE CONVEYOR

- 12" conveyor hydraulic driven
- 5 foot in length
- Forward and reverse controls
- Pivotal at rear (rotate 180 degrees)

2.18 TOOL HOLDERS

- Cone holders
- Asphalt lute and shovel holders
- Lockable hammer holder
- 15 gallon min. water tank with hose and spigot, or 20 gallon water tank max

2.19 SAFETY EQUIPMENT

- Fire extinguisher 5 lbs., 10 lbs., 20 lbs.
- Triangle kit
- 5 gallon igloo with mounting bracket
- LED taillights
- Backup alarm
- Strobes that meet CDOT Spec (min. 3 roof mounted, 2 on rear of hopper, 2 at lower rear of hopper, 2 beacons of side of vehicle and front and rear corners, 2 beacons mounted on front vehicle; yellow/white led lighting)

2.20 ARROW BOARDS, BEACON AND FLASHERS LED

- Whelen
- PSE Code 3
- Other brands available

2.21 WORK LIGHTS

- 2 lights top of rear hopper

2.22 CROSS FRAME WORK DECK

- 12" x 96" safety grip decking with ladder and hand rails

2.23 WALK-BEHIND ROLLERS

- Wacker RSS800A Honda Engine
- BOMAG BW55E; or equivalent

2.24 GENERAL TRUCK SPECIFICATIONS

2.25 CHASSIS GENERAL

- Tandem Axle Truck-Current Model Year.
- CA=120 inches. To accommodate specified dump body.
- GVWR-60,000 lbs. minimum.
- Wheel Base-144 inches minimum.

2.26 AXLES

- Single front-14,000 lb. minimum rating multi leaf springs with front shocks.
- Rear 38,000 lb. minimum rating through hubs. Locking Rear Axel

2.27 BRAKES

- Full Air Brakes-S-Cam Type.
- FRONT-S-Cam 16 1/2" x 6".
- REAR-S-Cam 16 1/2" x 7".
- Rear Chambers-30-30 type - HIGH MOUNTED.
- Low pressure warning system.
- ABS Brake System.
- Meritor automatic type slack adjusters.
- Air Dryer (AD-IP) Spin-On.
- Manual drain valves and auto blow down drain.
- Air Compressor-13 CFM minimum.
- Parking Brake-On rear axle, spring set with dash mounted control, on both rear axles.

2.28 CAB EQUIPMENT

- Shall be custom interior to include but not limited to:
- Full trim panels on doors, back of cab insulation,
- headliner insulation and vinyl seats.
- Tilting fiberglass hood with butterfly inspection hatches.
- Seat will be 60/40 split vinyl with air-ride driver side
- Retractable seat belts on both driver and passenger seats.
- There shall be assist handles on the outside of cab, right and left, stainless steel or equal. Assist handles will also be installed on the inside of the right and left door, stainless steel or equal.
- Four-way flashers.

2.29 MINIMUM SPECIFICATIONS EXCEPTIONS

Gauges to include:

- Air pressure gauge with buzzer.
- Voltmeter gauge.
- Engine coolant temp gauge with light and buzzer.
- Engine oil pressure gauge with light and buzzer.
- Fuel level gauge.
- Electronic speedometer.
- Electronic tachometer with hour meter.
- Transmission oil temperature gauge.
- Rubber floor mats.
- Heater and defroster with side tube defrosters.
- Dual air horns with single base and a single electric horn.
- Tinted windshield.
- Rear cab window.
- Padded sun visors-right and left.
- West Coast style heated mirrors, RH & LH with stainless arms and brackets.
- Convex Mirrors-8" mounted on lower arm of West Coast Mirrors –RH & LH.
- Clearance lights-standard configuration.
- Air Conditioned Cab.
- Electric windshield washer and electric 2speed intermittent wipers.
- Steering Wheel-approximately 20".
- Radio-Factory installed AM/FM.
- Turn signals-Signal stat, self canceling.
- Standard factory installed head lights, high and low beam.
- Color: White

- 2-Way Radio wiring accommodation package Wiring must be at least 12ga to accommodate 40W radio.

2.30 ELECTRICAL SYSTEM

- 12-Volt System.
- Batteries-two (2), 12 volt, 1900 CCA at zero degrees.
- Battery Box – Steel w/Molded Plastic Cover.
- Alternator-Delcotron, 135 AMP 34SI, brushless.
- Complete LED, ICC lighting system w/ 2 halogen bulb headlights w/ daytime running lights.
- Shall have circuit breakers in lieu of fuses.

2.31 ENGINE

- Diesel-450 HP minimum @ 2100RPM.
- Tier 3 Engine required – limited electronics
- Specify make, model, CID, and HP @ rated RPM.
- Displacement-11 Liter minimum.
- [Torque-1150ft. lb.](#) @ 1100RPM.
- Air intake-inside/outside with in cab control.
- Air to air after cooling.
- Engine hoses and tubing-Silicone.
- Air operated on/off fan clutch.

2.32 MINIMUM SPECIFICATIONS EXCEPTIONS

- Fuel/Water separator.
- All daily under-hood checks on drivers side of engine.
- Oil filter is engine mounted-disposable.
- Coolant protection to minus 40F degrees.
- Exhaust: Single horizontal muffler. Vertical exhaust, with perforated stainless metal guard. Exhaust pipes must be insulated and routed from cab to reduce in cab heat transfer (Not to reduce cab to axle dimensions and not to force distance between cab and box in excess of 5 inches).
- 5yr., 100,000-mile warranty.
- Radiator/Grille guard screen 1/4" mesh-stationary type.
- Engine to be supplied with a fuel primer pump.

2.33 CHASSIS

- Frame-Single channel 120,000KSI steel.7/16"x3 3/4"x 11 1/8" steel frame (11.11 mm x 95.25mm x 333.38mm).

- Side rail section modules 29.1 cu. in. (per rail)
- List RBM 2,500,000 lbf-in (per rail) minimum.
- Yield strength 120,000 psi. minimum.
- Front frame extension must be part of parent rail continuous of main frame (integral).
- 20" integral front frame extension or adequate for plow mount installation. Not less than 14 inches from grill.
- 14" extension beyond rear of rear tires to accommodate a 14'6" length box.
- Two (2) body safety stops.
- 2 Tow hooks, front
- Fuel Tank-Aluminum Left hand 75 gallon step tank with nonskid tread.
- Electronic backup alarm 112db.
- Heavy duty pintle hitch with air brake assembly and 7 pin electrical hook up for towing trailers with air brakes

2.34 DIFFERENTIAL

- Meritor Differential.
- Differential to be geared for 75 mph with specified tires.
- No spin rear axle.
- Inter-axle differential and lock out with dash-mounted control.
- Synthetic gear oil.
- TRANSMISSION
 - Automatic Allison 4000 RDS or similar.
 - Synthetic Transmission Oil "TranSynd TES-295".
 - On dash Push Button Shifting.
 - PTO Provision Chelsea 67 series constant mesh.
 - Transmission Cooler.
 - Close ratio six (6) speed.
 - Full 2 year warranty.

2.35 SUSPENSION/SPRINGS/TIRES & RIMS

2.35.1 FRONT

- Springs Multileaf Shackle Type-Front 14,000 lb. min. capacity.
- Front fender flares or extensions.
- Front Tires – (2) 12.25 x R22.5 L rating.
- Front Rims: Two (2) 12.25 x 22.5 ISO steel disc wheels painted white.

2.35.2 REAR SUSPENSION

- Single Reduction 40,000-lb with 200 wheel ends
- Locking Rear Axle
- Leaf Springs & Pivot P7
- Rear Chambers-30-30 type- HIGH MOUNTED.
- Meritor automatic type slack adjusters.
- (8) Rear Tires- 11R 22.5 H rating 14 ply
- Rear mud flaps mounted on rear with removable hooks.
- Fenders over rear tires (installed by body builder).
- Rear Rims: Eight (8) 8.25 x 22.5 ISO steel disc wheels painted white.

2.36 PAINT

- Cab – White.
- Frame – Gloss Black.

2.37 MISCELLANEOUS

- Vendors shall provide:
- One (1) each of the following written manuals:
- Parts Manual .
- Body Builder Manual.
- Shop Service Manual.
- Shop Overhaul Manual.
- Electrical Service Manual with Schematics.
- Emission Service Manual.
- Service Bulletin with Updates.

2.38 OPERATORS MANUAL

- A complete set of service filters and belts for truck.
- On site instruction for two (2) people for servicing of major components such as engine, emissions etc.

EXHIBIT 3 – EVALUATION SCORESHEET

| Proposal Scoring | | |
|----------------------------------|--|-----------|
| Criteria | Elements | |
| 2.5 TECHNICAL AREA | (MAX 20 POINTS) | 5 |
| 1 | Does proposal demonstrate firm understanding of the requirements and goals of the Statement of Work as well as industry standards and reasonable expectations for a company in the industry? | 5 |
| 2 | Does the proposal fully/completely address each requirement and goal of the Statement of Work? | 5 |
| 5 | Does the offeror appear to understand the business & the RFP requirements? | 5 |
| TOTAL 2.5 | | 20 |
| 2.7 PRICE/COST AREA | (MAX 50 POINTS) | |
| 1 | Rank Costs Lowest to Highest (20 - Lowest Cost, 0 - Highest Cost) | 20 |
| 1 | How does the price compare to the industry competition? | 5 |
| 2 | If low, is it unrealistically low? | 5 |
| 3 | If high, is there demonstrated added value for the additional cost? | 5 |
| 4 | Can you see how the price was built? Is it appropriate for the task? | 5 |
| 5 | Does the offeror leave applicable costs out of the calculations | 5 |
| 6 | Are there additional costs not addressed | 5 |
| TOTAL 2.7 | | 50 |
| 2.8 PROPOSAL PRESENTATION | (MAXIMUM 10 POINTS) | 10 |
| 100 POINTS MAX | TOTAL POINTS GIVEN | 80 |

EVALUATOR _____

SECTION VI

6.0 SCHEDULES

Schedule A Price Sheet

SCHEDULE A – PRICE SHEET

The undersigned declares that it has carefully examined the cost information and the complete Solicitation, (The term solicitation means the complete request for proposal) in submitting a proposal for **“STREETS PAINT TRUCK”**. Offeror’s signature will be considered the offerer’s acknowledgment of understanding and ability to comply with all items in this solicitation.

The Offeror’s signature will be considered the offerer’s acknowledgment of understanding and ability to comply with all items in this solicitation. If an offeror makes any changes or corrections to the proposal documents (such as white out, or writing over a figure, etc.) such changes or corrections must be initialed and dated by the person signing the offer prior to its submittal.

PRICE FORM

| Description | Quantity | Unit | Unit Price | Ext. Price |
|-------------------------------|----------|------|------------|------------|
| POTHOLE PATCH TRUCK PURCHASE | 1 | EA | \$ _____ | \$ _____ |
| DELIVERY COSTS | 1 | EA | \$ _____ | \$ _____ |
| ESTIMATED DELIVERY TIME FRAME | 1 | EA | _____ DAYS | _____ DAYS |

Supplemental Notes:

1. Pricing must remain valid for 120 days to allow purchase/lease completion paperwork requirements.

