

State of Nebraska - INVITATION TO BID

ONE TIME PURCHASE

| | | | |
|------------------------------|---------------------|-------------|--------|
| Date | 8/31/21 | Page | 1 of 1 |
| Solicitation Number | 6578 OF | | |
| Opening Date and Time | 09/22/21 2:00 PM | | |
| Buyer | CHRISTIE KELLY (AS) | | |

DESTINATION OF GOODS
 CORRECTIONS - CORNHUSKER STATE INDSTR
 800 PIONEERS BLVD
 LINCOLN NE 68502

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

One Time Purchase to supply and deliver 2021 Or Current Production Year Commercial Straight Trucks to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

(MH 8/31/21)

INVITATION

**FIVE (5) 2021 OR CURRENT PRODUCTION YEAR COMMERCIAL STRAGHT TRUCKS
 (SEE ATTACHMENT "A" FOR THE BID SHEET)**

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: NET % 10 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED. SEE BID DOC

Sign Here Bill Collier
 (Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR# _____
VENDOR: TRUCK CENTER COMPANIES
Address: 5701 ARBOR ROAD
LINCOLN, NE 68517

Contact BILL COLLIER
Telephone 402-464-2444
Email bcollier@truckcentercompanies.

II. TERMS AND CONDITIONS

Vendors should complete Section II through VI as part of their bid. Vendor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Vendor should also provide an explanation of why the Vendor rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the bid with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Vendor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Vendor fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the solicitation. The State reserves the right to reject bids that attempt to substitute the Vendor's commercial contracts and/or documents for this solicitation.

The Vendor should submit with their bid any license, user agreement, service level agreement, or similar documents that the Vendor wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Vendor's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| BC | | | |

The contract resulting from this solicitation shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Vendor's bid;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Vendor's submitted Bid. Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| BC | | | |

Vendor and State shall identify the contract manager who shall serve as the point of contact for the executed contract. Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYERS REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Vendor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. VENDOR PERFORMANCE REPORT(S)

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The SPB may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

G. NOTICE OF POTENTIAL VENDOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a 30 calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of

contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

I. NON-WAIVER OF BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

L. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other party prevails.

M. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

N. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| bc | | | |

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <https://das.nebraska.gov/forms/index.html#mat>.

The completed United States Attestation Form should be submitted with the bid.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than 30 days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net including transportation and delivery charges fully prepaid by the Bidder, F.O.B. Destination as specified in the solicitation.

No additional charges will be allowed for packing, packages, partial delivery costs, handling or fuel surcharges.

When an arithmetic error has been made in the extended total, the unit price will govern.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any bid where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. NOTICE OF POTENTIAL VENDOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

If Vendor breaches the contract or anticipates breaching the contract the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

K. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

By submitting a bid, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Bid or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its bid a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

L. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

M. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

N. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

O. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

P. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

Vendor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

Q. WARRANTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| bc | | | |

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Vendor shall, for a period of 90 days from performance of the service, perform the services again, at no cost to Customer, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse Customer the fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and

remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. § 81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

NE Dept. of Correctional Services
 Attn: Accounts Payable
 P.O. Box 94661
 Lincoln, NE 68509

Telephone: 402-471-2654 (ask for Accounts Payable)

E-mail: dcs.accounts payable@nebraska.gov

The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice terms and conditions has been previously agreed to by the State as a change order to the resulting purchase order.

D. INSPECTION AND APPROVAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| AC | | | |

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Vendor's performance of this contract upon a 30 day written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Vendor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will vendor be required to create or maintain documents not kept in the ordinary course of vendor's business operations, nor will vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to vendor.

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| bc | | | |

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within 90 days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Vendor must provide the following information in response to this solicitation. It is the intent of this solicitation to issue purchase orders for:

1. One (1) 2021 or Current Production Year Standard Cab, 26' Straight Box Truck with a 20,000 LB Tag Axle Chassis and a minimum GVWR of 35,000, per Specifications.
2. Three (3) 2021 or Current Production Year Standard Cab, 30' Straight Box Truck with a minimum GVWR of 35,000, per Specifications.
3. One (1) 2021 or Current Production Year Standard Cab, 26' Straight Box Truck with a Refrigeration Unit, Tandem Axle Chassis and a minimum GVWR of 35,000, per Specifications.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the five (5) **2021 or Current Production Year Straight Trucks** whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Vendor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

VI. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

“YES” response means the Vendor guarantees they can meet this condition.

“NO” response means the Vendor cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the “NOTES/COMMENTS” section explaining in detail any deviation from the Vendor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|------------------------|----|--------------------------|--|
| ✓ | | | 1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid. |
| ✓ | | | 2. It is the responsibility of Vendor to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor. |
| ✓ | | | 3. No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Vendor by the State. |
| ✓ | | | 4. Any solicitation interpretation and/or questions must be put in writing by the Vendor and Uploaded through ShareFile at https://nebraska.sharefile.com/r-r3509cc48976c48fcad841d57bb7a4d1f by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed). |
| NOTES/COMMENTS: | | | |

C. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS

| YES | NO | NO & PROVIDE ALTERNATIVE | ***The Federal Standards and Regulations in this section are in addition to the following specifications*** |
|------------------------|----|--------------------------|---|
| ✓ | | | 1. All vehicles bid must meet the Regulations and Safety Standards found in the Electronic Code of Federal Regulations (e-CFR) links below. |
| ✓ | | | https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title4_9/49cfrv6_02.tpl#500 |
| ✓ | | | https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&node=pt49.6.571&rgn=div5 |
| NOTES/COMMENTS: | | | |

D. MOTOR VEHICLE INDUSTRIES REGULATION ACT

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|---|
| ✓ | | | 1. All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid. |
| ✓ | | | 2. All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid. |
| ✓ | | | 3. Bids will only be accepted from bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14. |
| ✓ | | | 4. SPECIFY NEBRASKA DEALER LICENSE NUMBER: <u>DL-03944</u> |
| NOTES/COMMENTS: | | | |

E. TRUCK DESCRIPTIONS AND ESTIMATED USAGE

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|--|
| ✓ | | | 1. ONE (1) 2021 OR CURRENT PRODUCTION YEAR 26' STANDARD CAB STRAIGHT BOX TRUCK WITH 20,000 LB TAG AXLE CHASSIS AND FRONT AND REAR AXLES WHEN COMBINED SHALL BE A MINIMUM OF 35,000 GVWR. |
| ✓ | | | 2. ONE (1), 2021 OR CURRENT PRODUCTION YEAR 26' STANDARD CAB STRAIGHT BOX TRUCK WITH REFRIGERATION UNIT AND TANDEM AXLE AND FRONT AND REAR AXLES WHEN COMBINED SHALL BE A MINIMUM OF 35,000 GVWR. |
| ✓ | | | 3. THREE (3) 2021 OR CURRENT PRODUCTION YEAR 30' STANDARD CAB STRAIGHT BOX TRUCK WITH FRONT AND REAR AXLES WHEN COMBINED SHALL BE A MINIMUM OF 35,000 GVWR. |
| ✓ | | | 4. Trucks shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engines and accessories, and to possess the capability of operating on diesel fuel. |
| NOTES/COMMENTS: | | | |

F. EPA HIGHWAY MILEAGE

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|--------------------------|--|
| | ✓ | | 1. Please provide EPA Highway Mileage Rates (Diesel) from the Fuel Economy Guide at https://www.fueleconomy.gov/feg/printGuides.shtml for the following: |
| | ✓ | | a. 2021 26' STANDARD CAB STRAIGHT BOX TRUCK: <u>N/A FOR THIS VEHICLE TYPE</u> |
| | ✓ | | b. 2021 26' STANDARD CAB STRAIGHT BOX TRUCK WITH REFRIGERATION UNIT: <u>N/A FOR THIS VEHICLE TYPE</u> |

| | | | |
|-----------------|---|--|---|
| | ✓ | | c. 2021 30' STANDARD CAB STRAIGHT BOX TRUCK: <u>N/A FOR THIS VEHICLE TYPE</u> |
| ✓ | | | 2. All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emissions Standards found at https://www.epa.gov/regulations-emissions-vehicles-and-engines |
| NOTES/COMMENTS: | | | |

G. DIESEL ENGINE

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|--|
| ✓ | | | 1. Minimum horsepower of 370 gross with a minimum of 1,250 torque. |
| ✓ | | | 2. Displacement of 12.8 L (minimum). |
| ✓ | | | 3. Block heater to be installed by manufacturer or dealer prior to delivery. |
| ✓ | | | 4. Operating light indicator and plug mounted near driver door. |
| ✓ | | | 5. Fuel injected, with vehicle control module and emission controls that meet FMVSS. |
| ✓ | | | 6. Automatic engine shutdown including alarm and reset feature which activates when engine oil pressure is too high or too low and/or the coolant temperature is too high. |
| ✓ | | | 7. Must be able to use two percent (2%) biodiesel without sacrificing manufacturer's engine warranty. |
| ✓ | | | 8. To include Manufacturer's heaviest duty, highest capacity, cooling system. |
| ✓ | | | 9. Coolant recovery system required. |
| ✓ | | | 10. Manufacturer's recommended antifreeze coolant with protection to no less than 34 degrees below zero Fahrenheit. |
| ✓ | | | 11. Replaceable paper type element air cleaner. |
| ✓ | | | 12. Exhaust system to be placed under the truck and beyond the cab. |
| NOTES/COMMENTS: | | | |

H. FUEL TANKS

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|--------------------------|---|
| ✓ | | | 1. A minimum of two (2) tanks with a minimum capacity of 75 US gal on each side. |
| ✓ | | | a. SPECIFY TANK CAPACITY (IN US GAL) BID FOR THE 26' TRUCKS: <u>(2) 80 GAL TANKS</u> |

| | | | |
|-----------------|--|--|--|
| ✓ | | | b. SPECIFY TANK CAPACITY (IN US GAL) BID FOR THE 26' TRUCKS WITH REFRIGERATION: <u>(2) 80 GAL TANKS</u> |
| ✓ | | | c. SPECIFY TANK CAPACITY (IN US GAL) BID FOR THE 30' TRUCKS: <u>(2) 80 GAL TANKS</u> |
| ✓ | | | 2. Aluminum tank composition preferred. |
| ✓ | | | a. SPECIFY TANK COMPOSITION FOR THE 26' TRUCKS: <u>ALUMINUM</u> |
| ✓ | | | b. SPECIFY TANK COMPOSITION FOR THE 26' TRUCKS WITH REFRIGERATION: <u>ALUMINUM</u> |
| ✓ | | | c. SPECIFY TANK COMPOSITION FOR THE 30' TRUCKS: <u>ALUMINUM</u> |
| ✓ | | | 3. Engine mounted fuel filter with a minimum 250 micron rating. |
| ✓ | | | 4. Fuel-water separator filter. |
| ✓ | | | 5. Fuel tank fuel filling pipe to be sturdily mounted. |
| ✓ | | | 6. Fuel cap to be accessible for fueling with van body. |
| ✓ | | | 7. Fuel caps to be of a locking type. |
| NOTES/COMMENTS: | | | |

I. TRANSMISSION

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|--|----|--------------------------|--|
| ✓ | | | 1. Automatic transmission with a minimum of five (5) speeds and overdrive. |
| ✓ | | | 2. Auxiliary transmission oil cooler. |
| | | ✓ | 3. Limited slip differential required. |
| ✓ | | | 4. Transmission to be delivered with synthetic oil. |
| NOTES/COMMENTS: 3. WARRANTY DOES NOT COVER RING GEAR & PINION GEAR IN THESE APPLICATIONS. USING DRIVER CONTROLLED LOCKING DIFFERENTIAL IN LIEU OF LIMITED SUP. | | | |

J. AXLES, WHEELS AND TIRES

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|--------------------------|--|
| ✓ | | | 1. Dual rear wheels on a single rear axle. |

| | | | |
|---|--|--|---|
| ✓ | | | 2. The 26' and 30' Trucks Tag axles shall have a minimum distance minimum of 50" and a maximum of 58", center to center, from the drive axle. |
| | | | 3. 26' TRUCK FRONT AXLE (minimum of 14,000 LB): |
| ✓ | | | a. SPECIFY WEIGHT CAPACITY: <u>14,600</u> |
| ✓ | | | b. SPECIFY MODEL: <u>DA-F-14.7-3</u> |
| ✓ | | | c. SPECIFY MANUFACTURER: <u>DETROIT</u> |
| | | | 4. 26' TRUCK WITH REFRIGERATION FRONT AXLE (minimum of 14,000 LB): |
| ✓ | | | a. SPECIFY WEIGHT CAPACITY: <u>14,600</u> |
| ✓ | | | b. SPECIFY MODEL: <u>DA-F-14.7-3</u> |
| ✓ | | | c. SPECIFY MANUFACTURER: <u>DETROIT</u> |
| | | | 5. 30' TRUCK FRONT AXLE (minimum of 14,000 LB): |
| ✓ | | | d. SPECIFY WEIGHT CAPACITY: <u>14,600</u> |
| ✓ | | | e. SPECIFY MODEL: <u>DA-F-14.7-3</u> |
| ✓ | | | f. SPECIFY MANUFACTURER: <u>DETROIT</u> |
| | | | 6. 26' TRUCK REAR AXLE (minimum of 21,000 LB): |
| ✓ | | | a. SPECIFY WEIGHT CAPACITY: <u>23,000</u> |
| ✓ | | | b. SPECIFY MODEL: <u>RS-23-160</u> |
| ✓ | | | c. SPECIFY MANUFACTURER: <u>MERITOR</u> |
| | | | 7. 26' TRUCK WITH REFRIGERATION TANDEM REAR AXLE (minimum of 21,000 LB): |
| ✓ | | | a. SPECIFY WEIGHT CAPACITY: <u>40,000</u> |
| ✓ | | | b. SPECIFY MODEL: <u>MT-40-14x</u> |
| ✓ | | | c. SPECIFY MANUFACTURER: <u>MERITOR</u> |
| | | | 8. 30' TRUCK REAR AXLE (minimum of 21,000 LB): |
| ✓ | | | d. SPECIFY WEIGHT CAPACITY: <u>23,000</u> |
| ✓ | | | e. SPECIFY MODEL: <u>RS-23-160</u> |
| ✓ | | | f. SPECIFY MANUFACTURER: <u>MERITOR</u> |
| | | | 9. WHEELS AND TIRES: |
| ✓ | | | a. Shall match capacity of front and rear axle. |
| ✓ | | | b. Wheel size 22.5". |
| ✓ | | | c. Tire size 12R x 22.5". |

| | | | |
|------------------------|--|--|--|
| ✓ | | | d. All terrain steel-belted radial tires. |
| ✓ | | | e. Tires to comply with manufacturer's GVWR. |
| ✓ | | | f. Tires to be manufactured and labeled by a major manufacturer and installed by factory. |
| ✓ | | | g. Standard highway tread on front tires. |
| ✓ | | | h. Rear on/off highway tread. |
| | | | 10. SPECIFY THE FOLLOWING FOR THE 26' TRUCK: |
| ✓ | | | a. STEER TIRE MODEL & MANUFACTURER: <u>HSC3 12R22.5 CONTINENTAL</u> |
| ✓ | | | b. DRIVE TIRE MODEL & MANUFACTURER: <u>HDR2+ 11R22.5 CONTINENTAL</u> |
| ✓ | | | c. PLY: <u>16 PLY FRONT 14 PLY REAR</u> |
| | | | 11. SPECIFY THE FOLLOWING FOR THE 26' TRUCK WITH REFRIGERATION: |
| ✓ | | | a. STEER TIRE MODEL & MANUFACTURER: <u>HSC3 12R22.5 CONTINENTAL</u> |
| ✓ | | | b. DRIVE TIRE MODEL & MANUFACTURER: <u>HDR2+ 11R22.5 CONTINENTAL</u> |
| ✓ | | | c. PLY: <u>16 PLY FRONT 14 PLY REAR</u> |
| | | | 12. SPECIFY THE FOLLOWING FOR THE 30' TRUCK: |
| ✓ | | | a. STEER TIRE MODEL & MANUFACTURER: <u>HSC3 12R22.5 CONTINENTAL</u> |
| ✓ | | | b. DRIVE TIRE MODEL & MANUFACTURER: <u>HDR2+ 11R22.5 CONTINENTAL</u> |
| ✓ | | | c. PLY: <u>16 PLY FRONT 14 PLY REAR</u> |
| ✓ | | | 13. Wheelbase to be a minimum of 235" and a maximum of 300" set at best distance to maximize use of cargo space. |
| | | | 14. All tires to have aluminum rims. |
| NOTES/COMMENTS: | | | |

K. SUSPENSION

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|---|
| ✓ | | | 1. Front suspension parabolic taper-leaf. |
| ✓ | | | 2. Rear suspension to be full air. |
| | | | 3. SPECIFY THE FOLLOWING FOR THE 26' TRUCK: |
| ✓ | | | a. FRONT SUSPENSION STYLE AND TYPE: <u>14,600 TAPERLEAF SPRING</u> |
| ✓ | | | b. REAR SUSPENSION STYLE AND TYPE: <u>23,000 AIRLINER</u> |
| | | | 4. SPECIFY THE FOLLOWING FOR THE 26' TRUCK WITH REFRIGERATION: |
| ✓ | | | a. FRONT SUSPENSION STYLE AND TYPE: <u>14,600 TAPERLEAF SPRING</u> |
| ✓ | | | b. REAR SUSPENSION STYLE AND TYPE: <u>40,000 AIRLINER</u> |
| | | | 5. SPECIFY THE FOLLOWING FOR THE 30' TRUCK: |
| ✓ | | | a. FRONT SUSPENSION STYLE AND TYPE: <u>14,600 TAPERLEAF SPRING</u> |
| ✓ | | | b. REAR SUSPENSION STYLE AND TYPE: <u>23,000 AIRLINER</u> |
| ✓ | | | 6. Frame mounted front heavy-duty tow loops. |
| ✓ | | | 7. Heavy duty frame. |
| NOTES/COMMENTS: | | | |

L. LUBRICANTS

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|--|
| ✓ | | | 1. Petroleum based lubricant. |
| ✓ | | | 2. Full flow oil filter with throw-away element. |
| NOTES/COMMENTS: | | | |

M. BRAKES

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|---|
| ✓ | | | 1. Air brakes with anti-lock mechanism (minimum). |
| ✓ | | | 2. Independent parking brake required. |
| ✓ | | | 3. Dust shield guards. |
| ✓ | | | 4. Automatic slack adjusters. |
| ✓ | | | 5. Air dryers. |
| NOTES/COMMENTS: | | | |

N. CAB AND EQUIPMENT

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|--------------------------|--|
| ✓ | | | 1. Standard cab with air cab mounts. |
| ✓ | | | 2. Low step profile cab. |
| ✓ | | | 3. Fiberglass hood with mounted bug screen and rock guard. |
| ✓ | | | 4. Steel front bumper (preferred): |
| | ✓ | | a. SPECIFY IF BIDDING OTHER BUMPER COMPOSITION FOR THE 26' TRUCK: _____ |
| | ✓ | | b. SPECIFY IF BIDDING OTHER BUMPER COMPOSITION FOR THE 26' WITH REFRIGERATION TRUCK: _____ |
| | ✓ | | c. SPECIFY IF BIDDING OTHER BUMPER COMPOSITION FOR THE 30' TRUCK: _____ |
| ✓ | | | 5. Electric external heated mirrors. |
| ✓ | | | 6. 26' and 30' Trucks to have right and left hand molded convex mirrors and mounted under the primary mirrors. |
| ✓ | | | 7. Halogen, sealed beam headlights. |
| ✓ | | | 8. Daytime running lights. |
| | | ✓ | 9. Fog lamps to be mounted in, or above, bumper. |
| ✓ | | | 10. Vinyl covered driver's seat with fully adjustable air ride suspension, lumbar support and arm rests. |
| ✓ | | | 11. Vinyl covered passengers' folding/sliding bench seat with under seat storage. |
| ✓ | | | 12. Seat belts for all seating. |
| ✓ | | | 13. The air and heating package must be comprised of a Manufacturer's first quality controlled air conditioner, combination heater and defroster to entire windshield, temperature controlled fan and heavy duty radiator. |

| | | | | |
|---|---|---|-----|--|
| ✓ | | | 14. | Fresh air filter. |
| ✓ | | | 15. | Gauge types to include, at a minimum, a tachometer, odometer, oil pressure gauge, fuel gage, indicator light, visual and audible system warnings and low pressure air gauge. |
| ✓ | | | 16. | Dome light. |
| ✓ | | | 17. | Manufacturer's adjustable Tilt steering Wheel/Column. |
| | | ✓ | 18. | Single 14" air horn mounted to the cab roof. |
| ✓ | | | 19. | Factory installed, intermittent or delayed, windshield wipers with multiple speeds and manually controlled with electronic windshield washer jets to each wiper blade. |
| ✓ | | | 20. | Electronic HVAC with system diagnostics and protection. |
| ✓ | | | 21. | Manufacturer's AM/FM stereo with Weather Band, USB port, auxiliary jack, clock and Bluetooth technology and connectivity to allow device connections to be enabled by a push button or hands free operation. |
| ✓ | | | 22. | Dash mounted 12V DC power plug in for cellular phone charger. |
| ✓ | | | 23. | Ignition switch controlled engine stop. |
| ✓ | | | 24. | Vinyl covered interior cab seats to be gray. |
| ✓ | | | 25. | Rubber floor mats acceptable. |
| ✓ | | | 26. | Electric door locks and windows. |
| ✓ | | | 27. | Exterior cab color to be Factory White. |
| | ✓ | | 28. | Door log pockets. |
| ✓ | | | 29. | 26' Truck requires four (4) frame mounted lockable tread plate aluminum toolboxes with gasket seals. |
| ✓ | | | a. | Two (2) toolboxes mounted on the driver's side. |
| ✓ | | | b. | Two (2) toolboxes mounted on the passenger's side. |
| ✓ | | | c. | The dimensions of each toolbox shall be a minimum of 18" high x 18" wide x 36" long. |
| ✓ | | | 30. | 26' Truck with Refrigeration requires two (2) frame mounted lockable tread plate aluminum toolboxes with gasket seals. |
| ✓ | | | a. | Two (2) toolboxes mounted on the driver's side. |
| ✓ | | | b. | The dimensions of each toolbox shall be a minimum of 18" high x 18" wide x 36" long. |
| ✓ | | | 31. | 30' Truck requires two (2) frame mounted lockable tread plate aluminum toolboxes with gasket seals. |
| ✓ | | | a. | Two (2) toolboxes mounted on the driver's side. |
| ✓ | | | b. | The dimensions of each toolbox shall be a minimum of 18" high x 18" wide x 36" long. |
| ✓ | | | 32. | Cab mounted/fitted wind deflector to fit box height. |
| ✓ | | | 33. | Each vehicle shall be delivered with three (3) sets of keys. |

NOTES/COMMENTS: 9. UNDER BUMPER ONLY OPTION FOR THIS CONFIG.
 18. 14" AIR HORN MOUNTED UNDER CAB LH SIDE, TO ACCOMODATE AIR SHIELD.
 28. N/A BECAUSE OF CAB HEIGHT. DOOR MOUNTED GRAB HANDLE IN LIEU OF DOOR POCKET.

32. NO ROOF DEFLECTOR ON THE REFER UNIT. WILL NOT ALLOW ADEQUATE AIR FLOW FOR THE REFER UNIT.

O. VAN AND CARGO HOLD

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|---|---|
| | | | 1. SPECIFY THE FOLLOWING FOR THE 26' TRUCK: |
| ✓ | | | a. SPECIFY THE MAKE/MODEL BEING BID: Brown Cargo Van model 917 XC 26' |
| ✓ | | | b. SPECIFY THE MANUFACTURER BEING BID: Brown Industries LLC |
| | | | 2. SPECIFY THE FOLLOWING FOR THE 26' TRUCK WITH REFRIGERATION: |
| ✓ | | | a. SPECIFY THE MAKE/MODEL BEING BID: Brown Cargo Van model 517 XC 26' |
| ✓ | | | b. SPECIFY THE MANUFACTURER BEING BID: Brown Industries LLC |
| | | | 3. SPECIFY THE FOLLOWING FOR THE 30' TRUCK: |
| ✓ | | | a. SPECIFY THE MAKE/MODEL BEING BID: Brown Cargo Van model 917 XC 30' |
| ✓ | | | b. SPECIFY THE MANUFACTURER BEING BID: Brown Industries LLC |
| ✓ | | | 4. 26' Truck to have a nominal inside box length of 26'. |
| ✓ | | | 5. 26' Truck with Refrigeration to have a nominal inside box length of 26'. |
| ✓ | | | 6. 30' Truck to have a nominal inside box length of 30'. |
| ✓ | | | 7. Overall body width to be 102". |
| ✓ | | | 8. Minimum inside height of 92". |
| ✓ | | | 9. Minimum outside height of 103". |
| ✓ | | | 10. Top of box to ground not to exceed 13'6". |
| ✓ | | | 11. Minimum of 10" scuff plate with steel tread plate. |
| ✓ | | | 12. 26' and 30' Trucks to have a lockable roll rear door to be plastic coated, have a minimum opening of 92" wide x 92" high, and top, bottom and side seals. |
| | ✓ | Swing doors will not work with liftgate | 13. 26' Trucks with Refrigeration to have lockable rear doors to be Swing 2 panel, plastic coated, have full opening, and top, bottom and side seals |
| ✓ | | | 14. Standard walk through door, located in the middle of the box on the passenger side, with lockable latch and step and grab handle. |
| ✓ | | | 15. Stainless steel satin finish rear frame. |
| ✓ | | | 16. Unit to be undercoated. |

| | | | |
|---|---|-----------------|--|
| | | | 17. FLOORING: |
| ✓ | | | a. The 26' and 30' Truck shall have hardwood floors (minimum thickness of 1") that can withstand fork-lift traffic. |
| | ✓ | Floor is 1-1/8" | b. The 26' Truck with Refrigeration shall have a 1 1/4" extruded aluminum, insulated floor (minimum 3" insulation) that can withstand fork-lift traffic." |
| ✓ | | | c. The 30' Truck shall have a 3/16" aluminum tread plate with flanged up sides and front over the hardwood floor and fully welded as to be watertight. |
| ✓ | | | 18. The 26' Truck with Refrigeration shall have 6" high extruded aluminum scuff plate(s). |
| | | | 19. HORIZONTAL E-TRACK RAILS: |
| ✓ | | | a. The 26' and 30' Trucks shall have five (5) horizontal rows of E-track rails, to be placed at the heights of 12", 24", 36", 55" and 74", throughout the entire interior. |
| ✓ | | | b. The 26' Trucks with Refrigeration shall have two (2) horizontal rows of E-track rails, to be placed at the heights of 24" and 48", throughout the entire interior. |
| ✓ | | | 20. The 26' and 30' Trucks shall have plywood side walls (minimum of 1/2") from floor to ceiling. |
| ✓ | | | 21. The 26' Trucks with Refrigeration walls shall have a minimum of 3" insulation with glassboard liner, or Equivalent. |
| ✓ | | | 22. The 26' Trucks with Refrigeration ceilings shall have a minimum of 3" insulation with glassboard liner, or Equivalent. |
| ✓ | | | 23. The 26' and 30' Trucks shall have Laminated Hardwood wear bands that measure 3/4" x 12" along sides and front. |
| ✓ | | | 24. The 26' and 30' Trucks to have three (3) inside body dome lights with switch. |
| ✓ | | | 25. The 26' Trucks with Refrigeration to have one (1) inside body dome light with switch. |
| ✓ | | | 26. Two (2) LED flood lights mounted above the rear door, not to exceed the roof line, and wired to an indicator light switch in the cab. |
| ✓ | | | 27. Stop, tail, turn and backup light clusters installed on rear frame. |
| ✓ | | | 28. Lights and reflectors per FMVSS 108. |
| ✓ | | | 29. Anti-sail mud flaps installed on chassis. <i>INSTALLED ON BOX</i> |
| ✓ | | | 30. Grab handles on each side at the rear of truck. |
| ✓ | | | 31. Bumper to meet ICC/DOT standards; override protection requirements. |
| ✓ | | | 32. Dealer cargo van box to be mounted prior to delivery. |
| ✓ | | | 33. Improper mounting, poor welding practices, the presence of slag and inadequate paint coverage will be cause for rejection of any unit. |
| ✓ | | | a. The Vendor will be notified to call for the vehicle to remove it from State property for remedy of defects. |
| ✓ | | | 34. Dealer mounted lift gate to be mounted under the rear box prior to delivery. |
| ✓ | | | 35. Lift gate to be a Maxon Tuk-A-Way GPTLR44 or Equivalent and shall include the following: |
| ✓ | | | a. 4,000 LB capacity. |
| ✓ | | | b. Dual cylinder hydraulic bi-fold lift gate. |
| ✓ | | | c. 68" x 86" aluminum platform. |
| ✓ | | | d. 10" folding ramp with cart retention system. |

| | | | | |
|------------------------|--|--|-----|--|
| ✓ | | | e. | Heavy duty two (2) step dock bumper with rubber bumper pads. |
| ✓ | | | f. | Hydraulic lines must be able to withstand winter road conditions in Nebraska. |
| ✓ | | | g. | Lift must include all the way down to rest at ground level unfolded. |
| ✓ | | | h. | Bushing pins must have grease zerks. |
| ✓ | | | i. | Lift maintenance instructions and frequency must be provided upon delivery. |
| ✓ | | | 36. | Warehouse and loading dock heights shall be 46" to 48". |
| ✓ | | | 37. | The roofs of the 26' and 30' Trucks shall be translucent. |
| ✓ | | | 38. | The 26' Truck with Refrigeration to have a self-powered refrigeration unit sufficient to maintain cargo at 60 degrees and fueled from the vehicle fuel tank. |
| ✓ | | | 39. | Body is to be fitted to chassis with no major gap between cab and body. |
| ✓ | | | 40. | One (1) year minimum warranty on parts and labor beginning after field assignment. |
| ✓ | | | 41. | Professional techniques and workmanship are required: |
| ✓ | | | a. | No welding or cutting of chassis rails except as states elsewhere in these specifications. |
| ✓ | | | b. | Welds must be chipped free of slag and thoroughly protected with enamel paint as appropriate. |
| NOTES/COMMENTS: | | | | |

P. MANUALS

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|--------------------------|--|
| ✓ | | | 1. One (1) each of the following manuals must accompany each unit at the time of delivery: |
| ✓ | | | a. Owner's Operator manual. |
| ✓ | | | b. Parts manual. |
| ✓ | | | c. Engine manual. |
| ✓ | | | d. Chassis manual. |
| ✓ | | | e. Transmission Service and Parts manual. |
| ✓ | | | 2. CD ROM versions of the Owner's Operator manual, the Parts manual, the Engine manual, the Chassis manual and the Transmission Service and Parts manual are acceptable. |
| ✓ | | | 3. Failure to deliver all required manuals with each Unit may result in an under payment of 10% of the order total. |
| ✓ | | | a. When the missing manuals are delivered the remainder of the balance will be paid. |
| ✓ | | | 4. If available CSI shall be granted online access to engine manual, chassis manual, and a transmission service and parts manual at no cost to CSI. |

PAPER COPIES ARE GOING AWAY

EVERYTHING IS AVAILABLE ON LINE. YOU MAY BE USING THE SYSTEM ALREADY.

| | | | |
|-----------------|--|--|---|
| ✓ | | | 5. Service Schedules, Components Schedules and/or Systems Schedules shall be provided upon delivery of each Unit. |
| NOTES/COMMENTS: | | | |

Q. ENERGY STAR PRODUCTS

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|--|
| ✓ | | | 1. The vendor must provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The vendor is encouraged to visit https://www.energystar.gov/ for complete product specifications and updated lists of qualifying products. |
| NOTES/COMMENTS: | | | |

R. USAGE REPORT

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|---|
| ✓ | | | 1. The vendor shall, upon request as determined by the State, provide a usage report for the resulting contract to include the name of the State Agency and Political Subdivisions. Information will include contract number, Agency/Political Subdivision name, item description, item number and dollar amount. |
| NOTES/COMMENTS: | | | |

S. DELIVERY ARO

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|--|----|--------------------------|--|
| | | ✓ | 1. Delivery of completed chassis with cargo van is desired within 140 days ARO. |
| ✓ | | | 2. Quoted deliveries beyond 140 days ARO are an award consideration. |
| ✓ | | | 3. If delivery ARO will differ from the requested 140 days please specify other ARO below: <u>2ND QUARTER 2022.</u> |
| NOTES/COMMENTS: 3. THE ORDER BOARD IS FULL INTO 2022. CAN NOT GIVE A COUNT IN DAYS AT THIS TIME. WE DO HAVE SECURE SLOTS FOR THESE UNITS IF AWARDED THE BID. | | | |

T. DELIVERY

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|--------------------------|--|
| ✓ | | | 1. Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced. |
| ✓ | | | 2. Factory pre-delivery service will not be accepted. |

| | | | |
|---|--|---|--|
| ✓ | | | 3. Dealer nameplates, decals, stickers, etc. shall not be affixed to the vehicle. |
| ✓ | | | 4. Delivery hours are between 8:00 AM and 2:30 PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays. |
| ✓ | | | 5. The Vendor must notify the CSI Operations Manager at 402-471-4597 a minimum of 24 hours prior to delivery. |
| ✓ | | | 6. Each unit shall be delivered with 25 gal (minimum) of diesel fuel. |
| ✓ | | | 7. Vehicles will not be accepted if all paperwork is not with the trucks at the time of delivery. |
| ✓ | | | 8. Vehicles shall be delivered FOB Destination and in accordance with the delivery scheduled address shown on purchase order. |
| ✓ | | | 9. The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered. |
| | | ✓ | 10. When delivered and officially accepted by CSI, the Trucks shall have no more than 150 miles on the odometer. |
| ✓ | | | 11. Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. |

NOTES/COMMENTS: 10. UNITS COULD HAVE MORE THAN 150 MILES AND WILL HAVE BECAUSE OF PLACEMENT ON THE LOAD DURING TRANSPORT TO THE BODY INSTALLER AND THEN FROM THEM TO LINCOLN.

U. DELIVERY LOCATION

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|---|
| ✓ | | | 1. The Vendor shall deliver the units to: Cornhusker State Industries 800 Pioneers Blvd. Lincoln, NE 68502 |
| NOTES/COMMENTS: | | | |

V. ORDERS

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|--|
| ✓ | | | 1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods). |
| ✓ | | | 2. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order. |
| NOTES/COMMENTS: | | | |

W. QUALITY

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|------------------------|----|--------------------------|--|
| ✓ | | | 1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. |
| ✓ | | | 2. A guarantee of satisfactory performance by the vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. |
| ✓ | | | 3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking. |
| NOTES/COMMENTS: | | | |

X. PRICES

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|------------------------|----|--------------------------|---|
| ✓ | | | 1. Prices quoted shall be net including transportation and delivery charges fully prepaid by the Bidder, F.O.B. Destination as specified in the solicitation. |
| ✓ | | | 2. No additional charges will be allowed for packing, packages, partial delivery costs, handling or fuel surcharges. |
| ✓ | | | 3. When an arithmetic error has been made in the extended total, the unit price will govern. |
| ✓ | | | 4. Any Price Increase Request must be submitted, in writing to SPB a minimum of 30 days prior to the proposed effective date of increase and be accompanied by supporting documentation. Several forms of justification documentation may be required by the State to authenticate the increase. Failure to supply any requested justification documentation may be grounds to cancel the contract. |
| ✓ | | | 5. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. |
| ✓ | | | 6. Contract supplier(s) may honor pricing and extend the contract to political sub-divisions, cities, and counties as long as the Contract Terms and conditions are met. |
| ✓ | | | 7. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties. |
| ✓ | | | 8. The State will be given full proportionate benefit of any decreases for the term of the contract. |
| ✓ | | | 9. Vendor will not substitute any item that has been awarded without prior written approval of the SPB. |
| NOTES/COMMENTS: | | | |

Y. GRAY MARKET PRODUCTS PROHIBITION

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|---|
| ✓ | | | 1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons. |
| NOTES/COMMENTS: | | | |

Z. AUTHORIZED DEALER & WARRANTY

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|---|
| ✓ | | | 1. To the extent required by the manufacturer, the Vendor shall be an authorized dealer. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract. |
| ✓ | | | 2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period. |
| NOTES/COMMENTS: | | | |

AA. WARRANTY

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----------------|----|--------------------------|--|
| ✓ | | | 1. The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. |
| ✓ | | | 2. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. |
| ✓ | | | 3. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. |
| ✓ | | | 4. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. |
| NOTES/COMMENTS: | | | |

6578 OF ATTACHMENT "A"
 2021 OR CURRENT PRODUCTION YEAR
 STANDARD STRAIGHT BOX TRUCKS

BIDDER NAME: TRUCK CENTER COMPANIES

| LINE # | DESCRIPTION | QTY | UOM | UNIT COST |
|---|---|-----|-----|----------------------|
| 1 | 2021 OR CURRENT PRODUCTION YEAR STANDARD CAB 26' STRAIGHT BOX TRUCKS | 1 | EA | \$ <u>127,115.00</u> |
| THE ORIGINAL MANUFACTURER'S SERVICE AND WARRANTY POLICY SHALL ACCOMPANY EACH TRUCK WHEN DELIVERED | | | | |
| 20,000 POUND TAG AXLE: | | | | |
| <u>YES</u> | | | | |
| CHASSIS (MINIMUM OF 35,000 GVWR): | | | | |
| <u>APPROVED FOR 40,000</u> | | | | |
| MAKE: | | | | |
| <u>FREIGHTLINER</u> | | | | |
| MODEL: | | | | |
| <u>M2 112</u> | | | | |
| ENGINE: | | | | |
| <u>DETROIT</u> | | | | |
| HORSEPOWER: | | | | |
| <u>370</u> | | | | |
| GVWR: | | | | |
| <u>APPROVED FOR 40,000#s</u> | | | | |
| VAN/CARGO HOLD MAKE: | | | | |
| <u>BROWN CARGO</u> | | | | |
| VAN/CARGO HOLD MODEL: | | | | |
| _____ | | | | |
| VAN/CARGO HOLD MANUFACTURER: | | | | |
| _____ | | | | |
| DELIVERY ARO: (NUMBER OF DAYS): | | | | |
| <u>2ND QTR OF 2022</u> | | | | |

WE ARE NOT USING DAYS AT THIS TIME. DTNA IS USING QUARTERS.

6578 OF ATTACHMENT "A"
 2021 OR CURRENT PRODUCTION YEAR
 STANDARD STRAIGHT BOX TRUCKS

BIDDER NAME: TRUCK CENTER COMPANIES

| LINE # | DESCRIPTION | QTY | UOM | UNIT COST |
|---|---|-----|-----|-----------------------------|
| 2 | 2021 OR CURRENT PRODUCTION YEAR STANDARD CAB 26' STRAIGHT BOX TRUCKS WITH REFRIGERATION UNITS | 1 | EA | \$ <u>160,825.00</u> |
| THE ORIGINAL MANUFACTURER'S SERVICE AND WARRANTY POLICY SHALL ACCOMPANY EACH TRUCK WHEN DELIVERED | | | | |
| TANDEM AXLE REAR END: | | | | |
| <u>YES</u> | | | | |
| GVWR (MINIMUM OF 35,000): | | | | |
| <u>54,600</u> | | | | |
| MAKE: | | | | |
| <u>FREIGHTLINER</u> | | | | |
| MODEL: | | | | |
| <u>M2 112</u> | | | | |
| ENGINE: | | | | |
| <u>DETROIT</u> | | | | |
| HORSEPOWER: | | | | |
| <u>370</u> | | | | |
| GVWR: | | | | |
| <u>54,600</u> | | | | |
| VAN/CARGO HOLD MAKE: | | | | |
| <u>BROWN CARGO</u> | | | | |
| VAN/CARGO HOLD MODEL: | | | | |
| | | | | |
| VAN/CARGO HOLD MANUFACTURER: | | | | |
| | | | | |
| DELIVERY ARO: (NUMBER OF DAYS): | | | | |
| <u>2ND</u> <u>QTR</u> <u>2022</u> | | | | |

6578 OF ATTACHMENT "A"
 2021 OR CURRENT PRODUCTION YEAR
 STANDARD STRAIGHT BOX TRUCKS

BIDDER NAME: TRUCK CENTER COMPANIES

| LINE # | DESCRIPTION | QTY | UOM | UNIT COST |
|---|---|-----|-----|----------------------|
| 3 | 2021 OR CURRENT PRODUCTION YEAR STANDARD CAB 30' STRAIGHT BOX TRUCKS | 3 | EA | \$ <u>130,335.00</u> |
| THE ORIGINAL MANUFACTURER'S SERVICE AND WARRANTY POLICY SHALL ACCOMPANY EACH TRUCK WHEN DELIVERED | | | | |
| GVWR (MINIMUM OF 35,000): <u> YES </u> | | | | |
| MAKE: <u> FREIGHTLINER </u> | | | | |
| MODEL: <u> M2 112 </u> | | | | |
| ENGINE: <u> DETROIT </u> | | | | |
| HORSEPOWER: <u> 370 </u> | | | | |
| GVWR: <u> 35,600 </u> | | | | |
| VAN/CARGO HOLD MAKE: <u> BROWN CARGO </u> | | | | |
| VAN/CARGO HOLD MODEL: _____ | | | | |
| VAN/CARGO HOLD MANUFACTURER: _____ | | | | |
| DELIVERY ARO: (NUMBER OF DAYS): _____ | | | | |
| OPTIONS: <u> 2ND QTR 2022 </u> | | | | |

6578 OF ATTACHMENT "A"
 2021 OR CURRENT PRODUCTION YEAR
 STANDARD STRAIGHT BOX TRUCKS

BIDDER NAME: TRUCK CENTER COMPANIES

| LINE # | DESCRIPTION | QTY | UOM | UNIT COST |
|---|--|-----|-----|--|
| <p>THE LINES BELOW ARE ADDITIONAL ITEMS, REFERRED TO AS "OPTIONS", WHICH ARE <u>NOT</u> INCLUDED IN THE ITB "CORE ITEMS".</p> <p>BIDS AND FURTHER DESCRIPTION REQUESTS ARE TO BE FURNISHED IN THE SPECIFIED AREAS ON THE LINES BELOW. THIS LINE WILL BE REMOVED FROM THE FINAL CONTRACT, AS WELL AS ANY "OPTION" LINES WHICH ARE ANSWERED WITH "NA", "NC", "INCLUDED", "STANDARD", DO NOT APPLY, OR BID COSTS AND/OR REQUESTED INFORMATION HAS NOT BEEN PROVIDED.</p> | | | | |
| 4 | RENT/LEASE OF 2021 OR CURRENT PRODUCTION YEAR STANDARD CAB 26' STRAIGHT BOX TRUCKS AS PER SPECIFICATIONS, RATE PER: | | | DAY: \$ _____ WEEK: \$ _____ MONTH: \$ <u>N/A AT THIS TIME</u> |
| 5 | RENT/LEASE OF 2021 OR CURRENT PRODUCTION YEAR STANDARD CAB 26' STRAIGHT BOX TRUCKS WITH REFRIGERATION UNITS AS PER SPECIFICATIONS, RATE PER: | | | DAY: \$ _____ WEEK: \$ _____ MONTH: \$ <u>N/A AT THIS TIME</u> |
| 6 | RENTAL/LEASE OF 2021 OR CURRENT PRODUCTION YEAR STANDARD CAB 30' STRAIGHT BOX TRUCKS AS PER SPECIFICTAIONS, RATE PER: | | | DAY: \$ _____ WEEK: \$ _____ MONTH: \$ <u>N/A AT THIS TIME</u> |

FINANCE COMPANY WILL NOT QUOTE THAT FAR OUT.

**ADDENDUM TWO
REVISIONS FOR
QUESTIONS AND ANSWERS
AND
SCHEDULE OF EVENTS**

Date: September 16, 2021
 To: All Bidders
 From: Christie Kelly, Procurement Contracts Officer
 State Purchasing Bureau (SPB)
 RE: Addendum for ITB 6578 OF to be opened ~~September 22, 2021~~ **September 23, 2021** at 2:00 p.m.
 Central

Questions and Answers

Following are the changes made to the above mentioned ITB. The changes are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

| <u>Question Number</u> | <u>ITB Section Reference</u> | <u>ITB Page Number</u> | <u>Change</u> | <u>State Response</u> |
|------------------------|------------------------------|------------------------|---|---|
| 1 | I-3 | 14 | Limited slip is not available with a tandem rear configuration. Would traction control be acceptable? | <p>This response applies to Question Numbers 1 through 4.</p> <p>If a Vendor cannot meet a specification but would like to provide an alternative solution the bidder would check the “NO & PROVIDE ALTERNATIVE” response and propose an alternative response per Section VI, Subsection A, “NO & PROVIDE ALTERNATIVE” which states:</p> <p>“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the “NOTES/COMMENTS” section explaining in detail any deviation from the Vendor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor's alternative is an acceptable alternative.</p> |
| 2 | N-9 | 37 | There is no place to mount but below the bumper on this model. Will that be acceptable as we have put them there on the past units? | |
| 3 | N-18 | 35 | Can not be mounted to the roof if you are requiring a cab mounted air deflector (Page 35 / N - 32). Would mounted under cab be acceptable? | |
| 4 | N-28 | 35 | Door pockets are not available from the factory because of the cab height and this is for safety reasons. We can add them afterwards if that is acceptable? | |

**ADDENDUM ONE
QUESTIONS and ANSWERS
6578 OF**

Date: 09/15/21

To: All Bidders

From: Christie Kelly, Procurement Contracts Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6578 OF for 2021 or Current Production Year
Commercial Straight Trucks to be opened on September 22, 2021 2:00 p.m. Central Time

Questions and Answers

No questions were received for ITB Number 6578 OF for 2021 or Current Production Year
Commercial Straight Trucks.

This Addendum will become part of the ITB and should be acknowledged with the ITB.

Dry Freight



Since 1946 Brown Cargo Van has blended the best materials with the pride and craftsmanship of our employees to manufacture the finest dry freight van bodies available. With performance and durability in mind, Brown can build a van body to suit your needs and we offer a five year limited warranty. Our extruded aluminum front radius helps shrug off tree limbs and adds rigidity to stay dry. The flooring is undercoated, the rear frame is stainless steel, the sub-frame ends have mylar tape applied and the exterior fasteners are aluminum to combat corrosion and extend the life of your body.

Precision built, computer-controlled construction of front and side walls with aluminum buck rivets on 2" centers keep your Brown Cargo Van tight and free from rust and leaks. Our jig-built roof features arched bows to resist drumming or buckling and is available in .060" translucent (standard) or .040" aluminum. Brown Cargo Van also offers a high strength, jig-built stainless steel rear frame with 12 gauge posts and internal gusseting for reinforcement. Our rear frame exhibits the same high quality and reliability our customers expect.



Brown Cargo Van also has a number of options available to help you customize your dry freight body for maximum performance. We can install a forklift package with an oak or steel wearband and a steel treadplate overlay. A Nose Cone can help reduce wind resistance and saves fuel. We also offer domelights, floodlights, "E" track, "F" track, logistic posts and tie rings to keep your load safe and sound. As always there are a number of bumper configurations and lift-gates available for your specific applications .



Dry Freight Specifications

917 Heavy Duty & 912 Light Duty

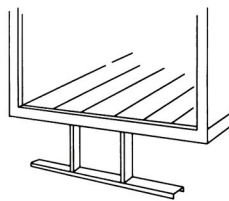
Standard Features

| | |
|-------------|---|
| REAR FRAME | <ul style="list-style-type: none"> • 12 ga. stainless steel • Internal L gussets at all corners • No painting required |
| FRONT | <ul style="list-style-type: none"> • 12" extruded aluminum upper radius • 7 vertical z-posts (5 posts on Model 912) |
| ROOF | <ul style="list-style-type: none"> • Translucent .060" fiberglass with roof bows on 24" centers • Aluminum .040" available at no cost |
| SUBFRAME | <ul style="list-style-type: none"> • 4" long sills • 60,000 psi steel I-beams • 3" cross sills on 12" centers (16" centers on Model 912) |
| SIDE PANELS | <ul style="list-style-type: none"> • .040" prepainted aluminum • Baked acrylic finish • Galvanized steel z-posts on 16" centers (24" centers on Model 912) |

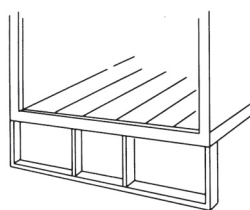
Benefits

- Resists dock damage & rust
- Stops frame cracks
- No cost maintenance
- Cuts drag and fuel costs
- Less loading damage
- Extra interior light for faster loading, less damage to load or body
- More durable than competitor's .032" roof
- High strength to weight ratio
- Support heavy floor loads
- Light weight for bigger payload
- Durable, professional appearance
- Adds strength

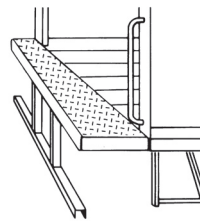
Rear Bumper Options



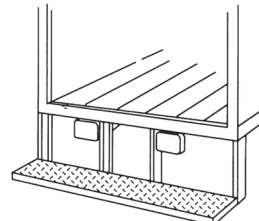
ICC BUMPER



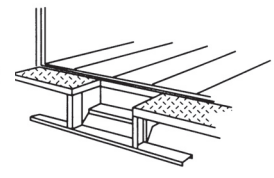
FULL-WIDTH ICC BUMPER



PLATFORM EXTENSION & ICC BUMPER



OPEN-DROPTYPE PLATFORM



"CITY" STYLE

Length

| Body (Nominal Length) | Overall | Inside (With Swing Doors) | Inside (With Roll-Up Doors) |
|--------------------------|---------|------------------------------|--------------------------------|
| 12' | 12'7" | 12'4" | 12'1" |
| 14' | 14'7" | 14'4" | 14'1" |
| 16' | 16'7" | 16'4" | 16'1" |
| 18' | 18'7" | 18'4" | 18'1" |
| 20' | 20'7" | 20'4" | 20'1" |
| 22' | 22'7" | 22'4" | 22'1" |
| 24' | 24'7" | 24'4" | 24'1" |
| 26' | 26'7" | 26'4" | 26'1" |

Side Doors

| 1-PANEL | 2-PANEL |
|-------------------|-------------------|
| 40 7/8" x 80 7/8" | 44 7/8" x 80 7/8" |

STANDARD LOCATIONS

| | | | | | | | |
|-----|-----|-----|-----|-----|------|------|------|
| 12' | 14' | 16' | 18' | 20' | 22' | 24' | 26' |
| 22" | 38" | 54" | 70" | 86" | 102" | 118" | 134" |

Side doors may be located at any of these standard locations. Corresponding body lengths shown are the most common applications.

Height (with 1 1/8" Floor)

| INSIDE HEIGHT | DOOR OPENING |
|---------------|--------------|
| 85 1/2" | 79 3/4" |
| 91 1/2" | 85 3/4" |
| 97 1/2" | 91 3/4" |
| 107 1/2" | 101 3/4" |

WIDTH
Standard 96" • X-Wide 102"

Popular Options

- Wearbands
- Liftgates
- Domelights
- Floodlights
- Tie Rings
- Nose Cones
- Logistic Track Straps & Bars
- Rubber Dock Bumpers



CARGO VAN, INC.



807 E 29th St. Lawrence, KS. 66046

Truck Center Companies of Lincoln
 Bill Collier
 5701 Arbor Road
 Lincoln, NE 68529

Phone (785) 842-6506
 (800) 255-6827

Fax (785) 842-0314

Quote # BCVQ21053

Date Sep 19, 2021

Terms NET 10

QUOTATION

**RE: Cornhusker State Industries -
 26' dry freight**

Subject to acceptance within 30 days from above date

| Line | Description |
|------|--|
| 1 | MODEL: 917 XC 26' Brown Cargo Van |
| 2 | CONSTRUCTION: Sheet and post with pre-painted white, smooth .040" aluminum panels riveted to galvanized posts on constant 2" centers |
| 3 | FRONT: 12" extruded .090" aluminum upper front radius with heavy duty front upper corner aluminum castings and 5" extruded .090" aluminum corner posts |
| 4 | ROOF: One-piece .060" translucent fiberglass roof, with anti-sag roof bows on 24" centers |
| 5 | WIDTH: 102" overall wide body |
| 6 | HEIGHT: 97-1/2" high inside, 103-1/4" high outside |
| 7 | REAR DOOR: Whiting Premium 7-ply 3/4" plywood roll-up rear door, with dual spring operator and 2" rollers, 94"W x 91-3/4"H opening |
| 8 | REAR FRAME: 12 gauge stainless steel with internal "L" gussets at all four corners and external rain gutter |
| 9 | REAR FRAME OPTION: External upper triangular gussets in addition to internal gussets for heavy applications |
| 10 | SIDE DOOR: Single-panel composite side door, curbside, 40-7/8"W x 80-7/8"H opening |
| 11 | SIDE DOOR LOCATION: Side door installed 134" from front of body |
| 12 | SIDE DOOR OPTION: Traction grip step and grab handle at side door |
| 13 | UNDERSTRUCTURE: 3" hi-tensile I-beam cross sills on 12" centers, with 2 extra sills at rear on 6" centers. 4" hi-tensile I-beam long sills, gusset front sill and reinforce bottom plate. |
| 14 | FLOOR: 1-1/8" laminated hardwood fastened with (2) 5/16" screws per board per sill, undercoated |
| 15 | THRESHOLD PLATE: 24" x full-width, 14 ga. steel treadplate threshold over floor at rear |
| 16 | FLOOR OPTION: Double undercoat hardwood floor |
| 17 | INTERIOR LINER: A-C grade 1/2" plywood liner, full height, front |
| 18 | INTERIOR LINER: A-C grade 1/2" plywood liner, full height, sides |
| 19 | BULKHEAD PLATE: 20" x 4", 10 ga. smooth steel bulkhead angle installed at front, fastened under floor and under liner |
| 20 | WEARBAND: 3/4" x 12" domestic laminated oak wearband, sides and front |
| 21 | LOGISTIC TRACK: 5 rows "E" track on front wall, recessed in liner, first row immediately above wearband, then at 24", 36", 55" and 74" C/L above floor. |
| 22 | LOGISTIC TRACK: 5 rows "E" track each side, recessed in liner, first row immediately above wearband, then at 24", 36", 55" and 74" C/L above floor. |
| 23 | INTERIOR LIGHTING: 3 ea. LED domelights, with recessed switch at right rear, wired to marker lights |
| 24 | **EXTERIOR LIGHTING: 2 ea. LED exterior floodlights on rear header, wired to switch in cab w/indicator light. LIGHTS MAY NOT EXTEND ABOVE ROOF LINE. |
| 25 | GRAB HANDLES: 24" stainless steel, one each rear post |
| 26 | LIFTGATE: 4,400 lb. capacity Maxon tuck under liftgate, model GPTLR-44, 68" x 86" extruded aluminum platform for 102" wide body + 10" aluminum retention ramp, level ride, gravity down, galvanized finish, cycle counter, heavy duty 2-step dock bumpers with rubber bumper pads, installed |
| 27 | TAIL LIGHTS: Single LED light installed on each rear frame post with red stop/tail/turn and integrated back-up light |
| 28 | UNDERBODY BOX: 2 - 18" x 18" x 36" tread plate aluminum underbody boxes, RC P/N MQ361818.Q, mounted to chassis frame rail, installed at roadside front, KEYED ALIKE WITH ALL UNITS |
| 29 | UNDERBODY BOX: 2 - 18" x 18" x 36" tread plate aluminum underbody boxes, RC P/N MQ361818.Q, mounted to chassis frame rail, installed at curbside front, KEYED ALIKE WITH ALL UNITS |
| 30 | REQUIRED LIGHTING: Per FMVSS 108. Clearance lights to be flush mounted LED with return ground wire and sealed harness |
| 31 | MUD FLAPS: Anti-sail mud flaps installed |
| 32 | FOB - Lawrence, KS, mounted on your chassis |

NOTE: Brown Industries will review pricing approximately 30 days prior to production and make any adjustments necessary based on material price increases since the time of the quote.

** Any modification or change to the chassis or body that is not stated in the quote will be completed on a time and material basis and billed as an extra on the invoice **



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Quote # BCVQ21055

Date Sep 19, 2021

Terms NET 10

QUOTATION

**RE: Cornhusker State Industries -
 26' refrigerated body**

Subject to acceptance within 30 days from above date

| Line | Description |
|------|--|
| 1 | MODEL: 26' Insulated Brown Cargo Van, model 517 XC 26' |
| 2 | CONSTRUCTION: Sheet and post with pre-painted white, smooth .040" aluminum panels riveted to galvanized posts on constant 2" centers |
| 3 | FRONT: 5" extruded aluminum radius front corners, top and sides, with heavy duty front upper corner aluminum castings |
| 4 | FRONT REINFORCEMENT: Front end reinforced and cut out for self-contained refrigeration unit |
| 5 | FRONT STEPS: 4 large folding steps and 1 grab handle on left front corner post |
| 6 | ROOF: One-piece .075" thermal composite roof, with roof bows on 16" centers |
| 7 | WIDTH: 102" overall wide body |
| 8 | HEIGHT: 92" high inside, 103-1/4" high outside |
| 9 | REAR DOOR: 1-1/2" insulated Whiting TempGuard roll-up rear door with inside escape release |
| 10 | REAR FRAME: 12 gauge stainless steel with internal "L" gussets at all four corners and external rain gutter |
| 11 | REAR FRAME OPTION: External upper triangular gussets in addition to internal gussets for heavy applications |
| 12 | REAR FRAME OPTION: Rear frame to have stainless steel bottom plate |
| 13 | SIDE DOOR: Insulated side door installed on curbside with dual seals and inside escape release |
| 14 | SIDE DOOR LOCATION: Side door installed 134" from front of body |
| 15 | SIDE DOOR OPTION: Traction grip step and grab handle at side door |
| 16 | UNDERSTRUCTURE: 3" hi-tensile I-beam cross sills on 12" centers, with 2 extra sills at rear on 6" centers. 4" hi-tensile I-beam long sills, gusset front sill and reinforce bottom plate. |
| 17 | FLOOR: Extruded aluminum flat surface anti-skid reefer floor; front and rear drains |
| 18 | FLOOR OPTION: Double undercoat hardwood floor |
| 19 | INTERIOR LINER: One-piece white fiberglass liner on sides, front, and ceiling |
| 20 | INSULATION: 3" foam insulation in sides, ceiling, and floor; 4" foam in front |
| 21 | WEARBAND: 12" high, corrugated aluminum wearband, sides and front |
| 22 | LOGISTIC TRACK: 2 rows "E" track surface mounted on front wall at 24" and 48" C/L above floor |
| 23 | LOGISTIC TRACK: 2 rows "E" track surface mounted on each side at 24" and 48" C/L above floor |
| 24 | INTERIOR LIGHTING: 1 ea. LED domelight, with recessed switch at right rear, wired to marker lights |
| 25 | **EXTERIOR LIGHTING: 2 ea. LED exterior floodlights on rear header, wired to switch in cab w/indicator light. LIGHTS MAY NOT EXTEND ABOVE ROOF LINE. |
| 26 | GRAB HANDLES: 24" stainless steel, one each rear post |
| 27 | LIFTGATE: 4,400 lb. capacity Maxon tuck under liftgate, model GPTLR-44, 68" x 86" extruded aluminum platform for 102" wide body + 10" aluminum retention ramp, level ride, gravity down, galvanized finish, cycle counter, heavy duty 2-step dock bumpers with rubber bumper pads, installed |
| 28 | TAIL LIGHTS: Single LED light installed on each rear frame post with red stop/tail/turn and integrated back-up light |
| 29 | UNDERBODY BOX: 2 - 18" x 18" x 36" tread plate aluminum underbody boxes, RC P/N MQ361818.Q, mounted to chassis frame rail, installed at roadside front, KEYED ALIKE WITH ALL UNITS |
| 30 | REQUIRED LIGHTING: Per FMVSS 108. Clearance lights to be flush mounted LED with return ground wire and sealed harness |
| 31 | MUD FLAPS: Anti-sail mud flaps installed |
| 32 | FOB - Lawrence, KS, mounted on your chassis |

NOTE: Brown Industries will review pricing approximately 30 days prior to production and make any adjustments necessary based on material price increases since the time of the quote.

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Fax (785) 842-0314

Quote # BCVQ21054

Date Sep 19, 2021

Terms NET 10

QUOTATION

RE: Cornhusker State Industries -
 30' dry freight

Subject to acceptance within 30 days from above date

| Line | Description |
|------|--|
| 1 | MODEL: 917 XC 30' Brown Cargo Van |
| 2 | CONSTRUCTION: Sheet and post with pre-painted white, smooth .040" aluminum panels riveted to galvanized posts on constant 2" centers |
| 3 | FRONT: 12" extruded .090" aluminum upper front radius with heavy duty front upper corner aluminum castings and 5" extruded .090" aluminum corner posts |
| 4 | ROOF: One-piece .060" translucent fiberglass roof, with anti-snap roof bows on 24" centers |
| 5 | WIDTH: 102" overall wide body |
| 6 | HEIGHT: 97-1/2" high inside, 103-1/4" high outside |
| 7 | REAR DOOR: Whiting Premium 7-ply 3/4" plywood roll-up rear door, with dual spring operator and 2" rollers, 94"W x 91-3/4"H opening |
| 8 | REAR FRAME: 12 gauge stainless steel with internal "L" gussets at all four corners and external rain gutter |
| 9 | REAR FRAME OPTION: External upper triangular gussets in addition to internal gussets for heavy applications |
| 10 | SIDE DOOR: Single-panel composite side door, curbside, 40-7/8"W x 80-7/8"H opening |
| 11 | SIDE DOOR LOCATION: Side door installed 134" from front of body |
| 12 | SIDE DOOR OPTION: Traction grip step and grab handle at side door |
| 13 | UNDERSTRUCTURE: 3" hi-tensile I-beam cross sills on 12" centers, with 2 extra sills at rear on 6" centers. 4" hi-tensile I-beam long sills, gusset front sill and reinforce bottom plate. |
| 14 | FLOOR: 1-1/8" laminated hardwood fastened with (2) 5/16" screws per board per sill, undercoated |
| 15 | FLOOR OPTION: 3/16" aluminum treadplate overlay installed on floor, flanged up sides and front 2", fully welded so as to be water tight |
| 16 | FLOOR OPTION: Double undercoat hardwood floor |
| 17 | THRESHOLD PLATE: 24" x full-width, 14 ga. steel treadplate threshold over floor at rear |
| 18 | INTERIOR LINER: A-C grade 1/2" plywood liner, full height, front |
| 19 | INTERIOR LINER: A-C grade 1/2" plywood liner, full height, sides |
| 20 | BULKHEAD PLATE: 20" x 4", 10 ga. smooth steel bulkhead angle installed at front, fastened under floor and under liner |
| 21 | WEARBAND: 3/4" x 12" domestic laminated oak wearband, sides and front |
| 22 | LOGISTIC TRACK: 5 rows "E" track on front wall, recessed in liner, first row immediately above wearband, then at 24", 36", 55" and 74" C/L above floor. |
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| 27 | LIFTGATE: 4,400 lb. capacity Maxon tuck under liftgate, model GPTLR-44, 68" x 86" extruded aluminum platform for 102" wide body + 10" aluminum retention ramp, level ride, gravity down, galvanized finish, cycle counter, heavy duty 2-step dock bumpers with rubber bumper pads, installed |
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| 30 | REQUIRED LIGHTING: Per FMVSS 108. Clearance lights to be flush mounted LED with return ground wire and sealed harness |
| 31 | MUD FLAPS: Anti-sail mud flaps installed |
| 32 | FOB - Lawrence, KS, mounted on your chassis |

NOTE: Brown Industries will review pricing approximately 30 days prior to production and make any adjustments necessary based on material price increases since the time of the quote.

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807 East 29th Street
Lawrence, KS 66046
Voice: 800-255-6827
Fax: 785-842-0314
Web: www.bcvi.com

To: All Brown Industries Customers
From: John Resnik, CEO
Date: June 7, 2021
Re: Material Costs and Pricing Review

We appreciate your business and are working hard to take care of your needs quickly and economically. In the past year, we have nearly doubled our capacity out of our Lawrence, KS plant, and we have opened a new Central/Western Kansas facility. We've beefed up our quality and efficiency systems accordingly.

As I am sure you're aware, material costs are changing at a rapid pace. In the last two weeks, we've seen certain wood and steel components more than double. We are working aggressively to minimize costs by quoting multiple vendors, etc.

For this reason, we are adopting a pricing review similar to that of other upfitters and vendors in the market. **Effective immediately, we will review pricing approximately 30 days prior to production and make any adjustments necessary based on material price increases since the time of the quote.**

We have internal systems that are tracking each quote based on material cost, so you can contact your salesperson if you need information prior to the time of production.

We will continue to work hard to maximize throughput and efficiency so we can deliver promptly and continue to minimize costs for you.

Thank you for your business.

FREIGHTLINER

VOCATIONAL TRUCKS
BUSINESS CLASS® M2



Built for durability. Engineered for power.



The Business Class® M2 line of trucks offers unparalleled benefits that help businesses increase productivity, performance and profitability. Available in 106- and 112-inch BBC platforms, the Business Class M2 supports a wide range of bodies and chassis-mounted equipment, making it the ideal solution for pickup and delivery, towing, food and beverage distribution, tanker and fire/emergency applications. Vocational models are available for specialized jobs such as refuse, construction, utility and government/municipality.

Designed for the demands of your business.

Driving in a challenging environment requires a truck that's agile, comfortable and easy to drive. That's why the Business Class M2 delivers a tight turning radius, and its optional automatic transmission is easy on new and experienced drivers alike. And because driver comfort is key, this truck features a spacious cab with low step-in height, an advanced heating and cooling system and a smooth, quiet ride.

BUSINESS CLASS M2



Best overall value.

Increased efficiency leads to increased profits, so the Business Class M2 offers great fuel economy and easy maintenance for maximum productivity with minimum downtime. Adding to the value of ownership is Freightliner's legendary customer support, a network of more than 400 dealers across North America and a 24-hour assistance hotline that will keep you operating at peak efficiency day in and day out. The Business Class M2 is more than just a vehicle. It's a clear business advantage.



Versatility and efficiency to meet the demands of today's business.



BUSINESS CLASS M2 106

The all-around performer.

The Business Class M2 106 is the true utility player of the family, offering the perfect platform for a variety of applications. Available as a truck or a tractor, it is extremely agile, featuring up to a 55-degree wheel cut, set-back front axle and swept-back bumper for excellent maneuverability in tight urban situations.

With a GVWR of up to 60,000 pounds, this medium-duty vehicle supports a wide range of bodies and chassis-mounted equipment. It comes standard with a powerful yet fuel efficient Cummins® ISB or ISC engines, with horsepower ratings from 200-380 hp. It's available with manual, automatic and automated transmissions from Eaton® Fuller® and Allison, as well as Freightliner's SmartShift® option that offers hands-on-the-wheel shifting.

Stylish and practical, the Business Class M2 106 features an aerodynamic sloped hood, low profile dash and an expansive 2,500 square-inch windshield that gives drivers unparalleled visibility. With a multiplex wiring system, clear frame rails and a variety of exhaust packages, you can get the configuration you need for the job at hand.



BUSINESS CLASS M2 106V

For applications requiring a front engine PTO.

Freightliner's Business Class M2 106V is designed for vocational applications requiring a front engine PTO and front frame extensions, such as refuse collection, snow plowing, crane and utility operations and fire/emergency needs. Front frame rail extensions in 6" and 24" lengths come standard and give a solid mounting point for hydraulic pumps, winches, front stabilizers and snowplows.

Available with front suspension ratings up to 20,000 pounds and single or dual steering gears, the Business Class M2 106V will take on jobs previously unsuited for a truck this size. It comes standard with the Cummins ISC engine with 260-380 hp. But for all its power, it is amaz-



ingly agile. Like its sibling the Business Class M2 106, it features a tight wheel cut and a lightweight aluminum cab that maximizes payload. Its 1,200 square-inch radiator provides excellent cooling capacity, capable of handling up to 80,000 pounds GVW at the highest engine rating. Also featured is the PTO shaft running below the radiator. The Business Class 106V is a perfect solution for specialized applications.



Ready to take on heavy-duty assignments.



BUSINESS CLASS M2 112

Built for power and performance.

With a GVWR of up to 80,000 pounds, the Business Class M2 112 is the truck for the most demanding situations. It comes standard with a powerful Detroit Diesel DD13™ engine, with horsepower ratings from 350-450 hp and up to 1,650 ft.-lbs. of torque. Transmission options include manual, automatic and automated transmissions from Eaton Fuller and Allison, as well as Freightliner's SmartShift option that offers hands-on-the-wheel shifting.

The Business Class M2 112 has a lightweight aluminum cab that maximizes payload and resists corrosion. It's available as a truck, tractor or truck with end-of-frame connectors. With optional spring or air suspensions—including Freightliner's TufTrac™ and AirLiner® rear suspensions rated up to 52,000 pounds—this truck delivers a smooth, even ride under the most demanding conditions. In fact, with frames of up to 3.7 million RBM and 1,500 square-inch radiators, the Business Class M2 112 can tackle the toughest jobs. Consider our clean natural gas-powered truck, the M2 112 NG, and get even tougher on operating costs.





BUSINESS CLASS M2 112V

For vocational applications requiring a front engine PTO.

The Business Class M2 112V is designed for vocational applications requiring high horsepower and a front engine PTO, such as snow plows, refuse collection and mixers. Proving the capability of front engine



PTO, it comes standard with front frame rail extensions in 12" and 24" lengths and dash-mounted PTO controls. Also standard is the Detroit Diesel DD13 engine

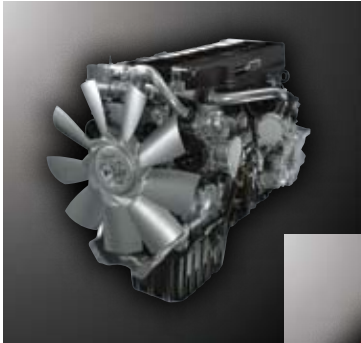
with horsepower ratings from 350-450 hp and up to 1,650 ft.-lbs. of torque, which offers the best combination of power, fuel efficiency and ease of service.

The Business Class M2 112V is all about choices. Select from a full range of transmissions, each with PTO capabilities. Choose from the easy-to-replace three-piece steel bumper that comes standard, or opt for the rigid one-piece bumper for severe applications. Standard is a wing dash that brings controls and gauges closer to the driver and an air-ride seat that assures a smooth, comfortable ride. For operating in adverse conditions, the cab features a precise HVAC system that keeps temperatures constant and an insulation package that protects against noise and temperature extremes. Whatever the job, the Business Class M2 112V is ready and willing to take on the assignment.



Powered for serious performance.

The Business Class M2 may look stylish on the outside, but underneath it's pure productivity. A broad range of engine and transmission choices allows the buyer to select the optimum combination to match virtually any business application.



Detroit Diesel DD13



Cummins ISC or ISB (shown here)

Optimized performance under the hood and on the road.

Since 1978, many different exhaust systems in Europe have incorporated SCR technology. Based on environmental advantages and payback to owners in less maintenance, increased fuel economy, better reliability and more uptime, it's clearly been proven the best EPA 2010 choice. Even so, Freightliner and the majority of the vocational trucking industry didn't take the decision to go with SCR lightly. We've driven more than 30 million SCR test miles in North America alone, including more than 2 million customer miles under real-world freight hauling conditions.

Different DEF Tanks

For ease of filling and increase of fill interval to standard maintenance intervals, Freightliner offers 6-, 13- and 23-gallon DEF tanks.

The DEF gauge is integrated into the diesel fuel gauge.

The gauge indicates the level of DEF in the tank and has a series of alerts when the tank is running low. A driver who ignores their DEF low level warnings will see de-rates and restrictions on their vehicle, but will never be stranded.

*Just watch the gauge.
It's that simple!*



| ENGINES | |
|-----------------------------|---|
| TYPE | RATINGS |
| Cummins ISB | 200 - 360 hp / 520 - 800 ft.-lbs. torque |
| Cummins ISC | 260 - 380 hp / 660 -1,050 ft.-lbs. torque |
| Cummins ISL G (natural gas) | up to 320 hp / 1,000 ft.-lbs. torque |
| Detroit Diesel DD13 | 350 - 450 hp / 1,250 -1,650 ft.-lbs. torque |
| | <i>Higher hp ratings are available for emergency service applications only.</i> |

| TRANSMISSIONS | |
|-------------------------------------|----------------------------------|
| Eaton Fuller Manual | 5-, 6-, 9-, 10-, 11- or 13-speed |
| Eaton Fuller AutoShift & UltraShift | 10-speed |
| Allison | 1000, 2000, 3000 and 4000 series |

| AXLES | |
|--------|---|
| TYPE | CAPACITY (lbs.) |
| Steer | 6k, 8k, 10k, 12k, 13k, 13.3k, 14k, 14.7k, 16k, 18k, 20k |
| Drive | 10k, 12k, 13k, 15k, 17.5k, 19k, 20k, 21k, 23k, 26k, 30k |
| Tandem | 34k, 40k, 44k, 46k, 52k, 58k |

FAST FACTS ABOUT DEF

- DEF is non-toxic, biodegradable and non-flammable.
- Urea, a component of DEF, is a mild substance used in skin softening dish soap, tooth whitening formulas and as a pretzel browning agent.
- DEF has a shelf life of up to 18 months.
- DEF begins to freeze at 12° Fahrenheit.
- Start up and normal operation of vehicle is not inhibited if DEF freezes.
- The SCR system is designed to thaw DEF if it freezes.
- DEF is not damaged when frozen and is fully usable when thawed.
- If exposed to temperatures above 85° F for extended periods of time, DEF becomes less concentrated; it will still work in the SCR system, but may be consumed more rapidly than normal.
- If an improper fluid is placed in the DEF tank, shut down the engine immediately and contact your local service center.

Engineered for body builder flexibility.

Efficient placement of wiring and pneumatic lines.

Electrical, pneumatic and fuel lines are neatly organized inside the left-hand rail for most applications. This relieves congestion at the back of cab, making access easier for body builders and service technicians.

Wiring connectors eliminate splicing.

To assist body builders, Freightliner has pre-engineered standard interfaces for engine wiring and lighting. Vehicle Interface Wiring Connectors eliminate the need for splicing and provide an easy "plug and play" point for body builders to connect such things as brake lights, turn signals and tail lights. Interface connectors for the engine and transmission allow clean connections at convenient locations on the chassis for feature activation: no need to wire directly to engine or transmission control modules. The in-cab power net distribution block, available for body builder expansion, provides fused power for body controllers.

Adding switches is easy.

The Smart Switch system enables switches in the cab interior to be easily added or interchanged without removing the dashboard. Programming can be configured for specific vocational trucks, such as utility vehicles, refuse haulers, emergency vehicles and street sweepers.



Order by vocational application.

With the multiplex wiring system, body builders can modify PTO interlocks with software instead of having to design a new harness. And for new truck orders, the M2 Body Builder website, www.M2BodyBuilder.com, contains suggested data codes that allow ordering by vocational application. You can access the website 24 hours a day, without a password, for the most current information on the Business Class M2 including the M2 Body Builder Book and the M2 Electrical Reference Manual. Contact your sales professional to determine factory available data codes for your next order.



CLEAR BACK OF CAB TAILPIPE
Clear left-hand and right-hand transmission PTO mounting locations



VERTICAL ATD TAILPIPE

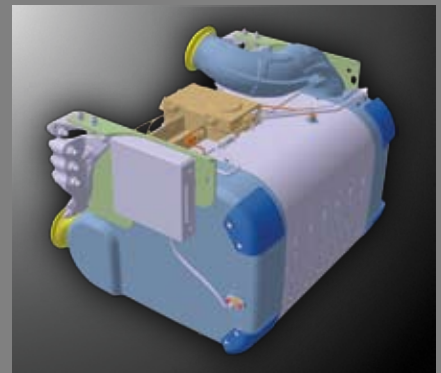


CLEAR UNDER CAB TAILPIPE



CURBSIDE EXIT TAILPIPE

Clear frame rails back of cab and a variety of EPA 2010 exhaust configurations suit most upfits. So whether you choose the Cummins SCR aftertreatment system or the DD13™ 1-Box, we have the perfect solution for you.



Detroit Diesel BlueTec® DD13 1-Box™

A cab that works with the driver.

The Business Class M2 has an aerodynamic aluminum cab with a steel reinforced front wall, making it strong, lightweight and rust resistant. Every aspect of the cab was designed to make the driver's job less of a job, leading to increased productivity.

To reduce fatigue for drivers who make frequent stops, the cab features a low step-in height with slip-resistant dual steps, a large door opening

and strategically placed exterior and interior grab handles. For safety, the cab's hood slopes downward for better line-of-sight, and a 2,500 sq. in. windshield provides excellent visibility for spotting potential hazards. Optional down-view mirrors and an optional lower window in the passenger door provide greater visibility in hard-to-see areas.

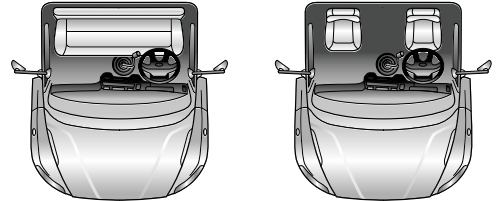
CAB CONFIGURATIONS / OPTIONS

The Business Class M2 has flexible seating options for any application. Front bench seats are available in day and crew cabs, while a rear bench seat is available in both the extended and the crew cab. Air-suspended and SCBA seats are available with most seating options. A few of the many seating configurations are shown here.



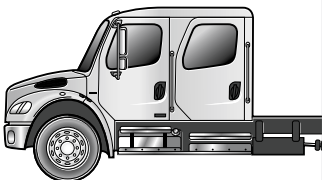
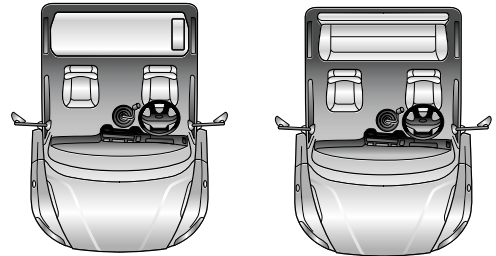
DAY CAB

- Full width bench seat
- Fixed or air suspension driver and passenger seats
- Passenger seats with SCBA, storage or locking safe provisions



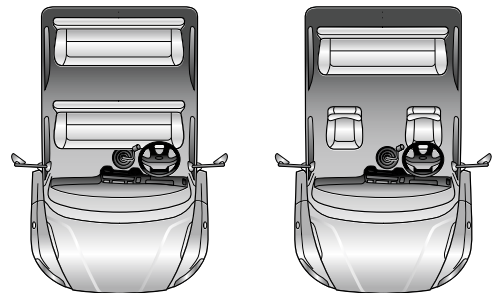
26" EXTENDED CAB

- 24" liftable bunk with storage
- Full-width rear bench seat or forward-facing rear jump seats
- Fixed or tip-out tinted side rear windows
- Cab privacy curtain



48" CREW CAB

- Rear bench or individual seats including air-suspended and SCBA
- Electric rear door windows



CAB FEATURES

- Firewall and hood liner insulation
- Single or dual, electric or air horns
- LED marker lights
- Daytime running lights
- Swivel-mounted utility lights
- Mirror-mounted AM/FM/WB/CB antennas
- Aerodynamic airshield roof deflector or roof fairing
- Bonded or roped-in tinted windshield
- Painted or chrome exterior sun visor
- Black or chrome door mounted mirrors with heat or remote control
- Tinted door glass with operating or fixed wing windows
- Door-mounted down-view mirror
- Cab side extenders
- Exterior assist handles
- Fender- or hood-mounted auxiliary convex mirrors
- Heated door-mounted auxiliary convex mirrors
- Black plastic, painted steel or stainless steel quarter fenders
- Fender extensions
- Integral headlight/marker lights mounted in hood
- Painted or chrome front grille
- Painted or chrome three-piece bumpers, flexible plastic ends available
- Clear or amber fog lights, mounted in or under bumper
- Chrome air intake

Some features may be optional.

ALL-WHEEL DRIVE AND DUAL DRIVE OPTIONS

Business Class M2 trucks can be ordered with an all-wheel drive option and several combinations of axles and suspension for optimized performance.

Sit-Down and Stand-Up Dual Drive options are available on the Business Class M2 106 and 106V truck models, is an easy-to-use feature that allows for smooth transitions from left-to-right-hand drive operations. Installed by Fontaine Modification, the right-



Interior of the Business Class M2 106 featuring the Sit-Down Dual Drive Option.

hand drive option is ideal for use in refuse collection, road striping, street sweeping and other applications where a right-hand drive option is advantageous.

The all-wheel drive option optimizes off-road performance.



A productive place to spend the day.

Sure, a truck is a business on wheels, but it's also a driver's home for eight or more hours a day. That's why we've designed the Business Class M2 with the driver in mind.

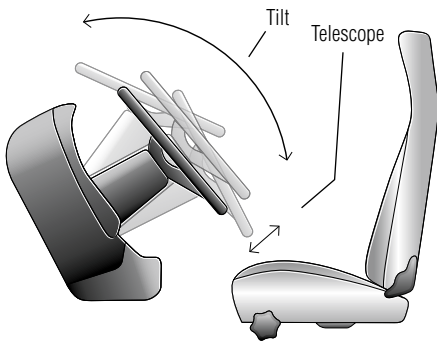
The cab is wide and deep, providing the driver much-appreciated elbow and leg room. The ergonomically designed driver's area features an automotive style dashboard, easy to read LED-backlit gauges and controls that are within easy reach. An advanced heating and air conditioning system provides excellent air flow for uniform temperature

control throughout the cab, and extensive interior insulation reduces noise and provides additional protection against the elements.

And for those who use their truck as an office, the Business Class M2 offers plenty of storage space. Items can be stored in the overhead console that comes standard or in the optional floor-mounted compartment that features a writing surface, printer provision and 12-volt power outlet.

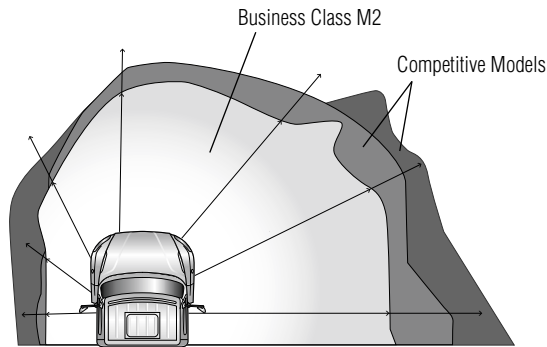


TILT AND TELESCOPE STEERING



The foot-controlled release on the adjustable steering column lets both hands stay on the wheel while providing an infinite number of adjustments.

VISIBILITY



The Business Class M2's visibility zone starts closer than that of competitive truck models, to provide better visibility for maneuverability and safety.

INTERIOR FEATURES

- Door-activated dome lights
- Overhead console with additional center storage
- Dual reading lights mounted in overhead console
- Multiple between-seat storage options including writing surface
- Electric powered door windows and door locks
- Door-mounted storage
- Two cupholders molded into lower dash
- Complete selection of driver and passenger seats including storage, safe and SCBA options
- Washer fluid level indicator
- Trip odometer, tachometer, transmission temperature and air pressure gauges
- Heater and defroster or heater, defroster and air conditioner
- AM/FM, Weatherband or Sirius Satellite radios with CD
- CB mounting provision conveniently located in overhead console
- Wing dash
 - Standard on M2 112/112V
 - Optional on M2 106/106V
- Interior convenience package
 - Woodgrain dash
 - Vinyl door trim
 - Extra overhead storage
 - Dual reading lights (day cab)

Some features may be optional.



Flat Dash



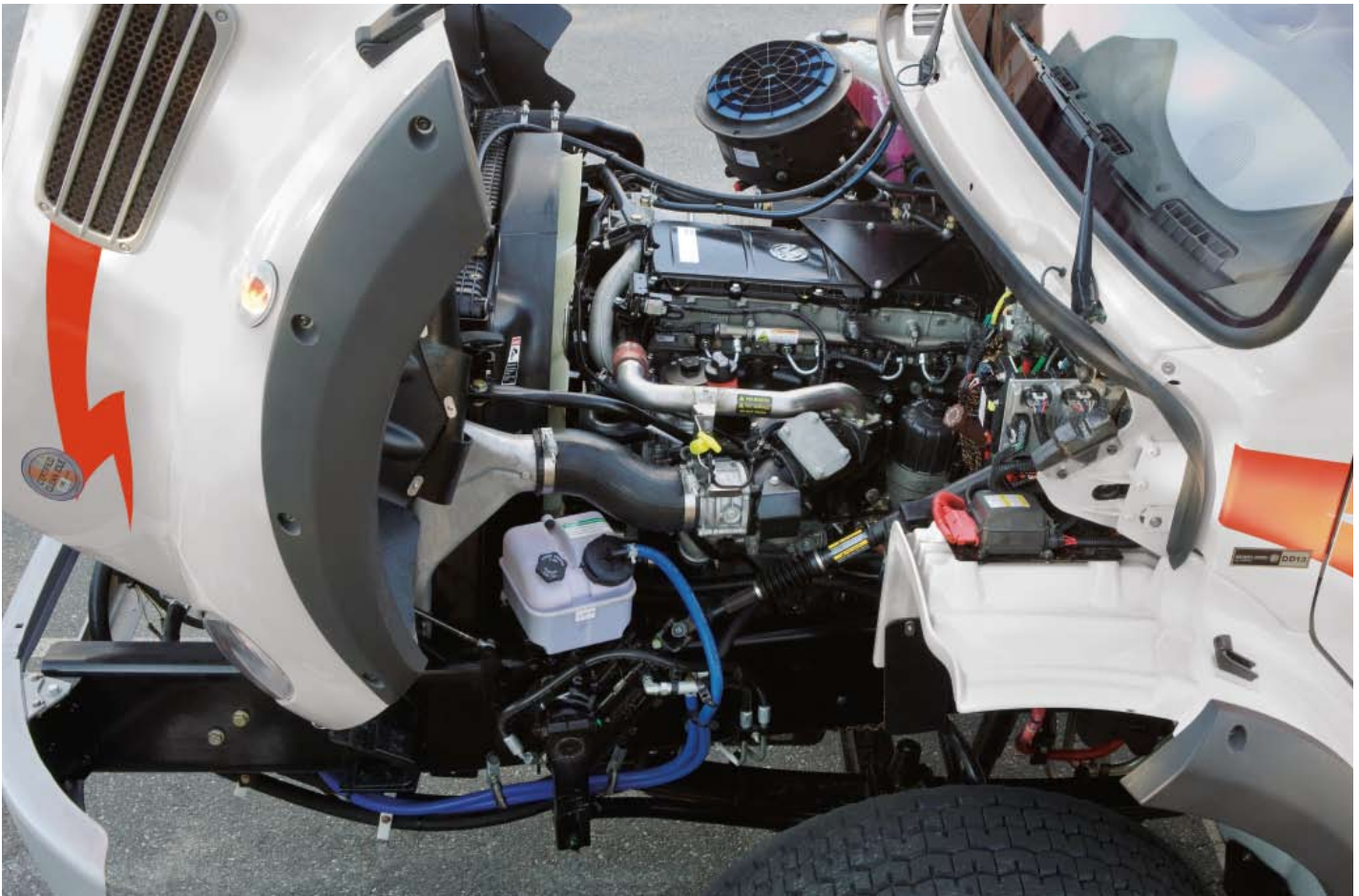
Wing Dash

Maintenance made easy.

We've designed the Business Class M2 to be easy to maintain, with quick access to critical maintenance points. The hood opens easily and features integrated splash shields that lift out of the way for better accessibility. Frequently inspected components are strategically placed, allowing for faster repairs and adjustments. See-through fluid reservoirs reduce the time spent checking fluid levels and a removable floor section allows access to the transmission without removing the floor covering.

The standard proprietary Donaldson PowerCore™ air cleaner is designed to go longer between replacements, yet still traps 99.85 percent of airborne particles before they reach the engine. The Business Class M2 features a lube-free steering shaft, a self-adjusting hydraulic clutch and suspensions that require no maintenance or lubrication.

The truck's multiplex electrical system has about half the wires of a traditional electrical system, which reduces possible failure points and allows technicians to more quickly pinpoint electrical problems. Even the three-piece bumper was designed to save repair costs by allowing partial replacement. The result is a vehicle that spends more time on the road.



Support that delivers peace of mind.

With more than 400 Freightliner dealer locations across North America, you're never far from the convenient service and support you have come to expect from the industry leader. In addition, over 200 Freightliner ServicePoint® facilities located at TravelCenters of America and Petro Stopping Centers offer certified repair and warranty work. When you need a factory-certified technician, Detroit Diesel offers more than 800 locations in North America. Freightliner also maintains strategically located parts distribution centers throughout North America, ensuring fast parts delivery to keep customers up and running.

Freightliner's Customer Assistance Center provides customers a hotline that's available 24 hours a day, seven days a week. Customers may call the toll-free number (1-800-FTL-HELP) for technical support, to arrange roadside assistance or towing services, or to locate the nearest dealer or service center.

A simple purchase process that's second to none.

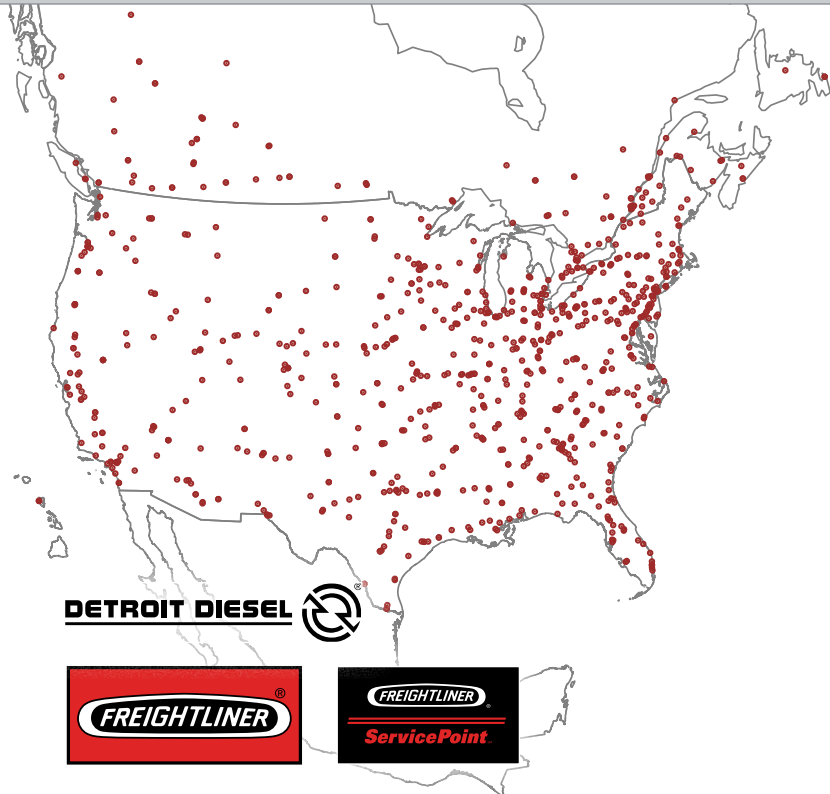
Purchasing a truck is one of the most important decisions you make. Freightliner makes the buying process easy, with highly trained sales consultants and one of the largest dealer networks in the industry, so businesses don't have to look far for their next purchase. Trucking professionals count on Freightliner dealers for reliable product information, truck parts and service, and ongoing customer support.

Financing is easy.

Daimler Truck Financial (DTF) offers a variety of options, including loans and leases tailored to the trucking industry that make financing go smoothly. DTF has been meeting the financing challenges of owner-operator and vocational customers for over 30 years. It offers finance solutions including conventional retail financing at attractive and competitive rates, a variety of terms to match cash flow, and up to 100% financing for qualified customers.

Daimler Truck Financial

Financing that works for you.



Comprehensive warranties for added peace of mind.

Freightliner stands behind its trucks every step of the way. We offer one of the most comprehensive warranties in the business, as well as a variety of extended warranties.

Reliable, affordable parts.

Freightliner's private label products, sold under the Alliance Parts brand, offer quality parts at affordable prices. From starters and batteries to belts and brake drums, Alliance parts, accessories and components fit virtually all types of heavy-duty trucks. Alliance also offers an extensive line of remanufactured components such as engines, transmissions, clutches and more. Alliance parts are sold at Freightliner dealers throughout the U.S. and Canada.



SPECIFICATIONS AND OPTIONS

ENGINE AND POWERTRAIN ACCESSORIES

- Detroit Diesel DD13 engines
- Cummins ISB engines
- Cummins ISC engines
- Cummins ISL G Natural Gas engines
- Electronic engine management system
- Maintenance-free electrostatic breather system
- Engine brakes
- Emergency service application HP ratings available
- 160 amp alternator standard, with other options available
- Several clutch options from Eaton Fuller and Sachs
- Hydraulic and mechanical clutch control options
- Engine shut-down protection system
- Exhaust and compression brakes
- Electric engine coolant preheater
- Electric oil pan heater
- Eaton Fuller 5-, 6-, 9-, 10-, 11- or 13-speed manual transmissions
- Eaton Fuller 10-speed AutoShift & UltraShift transmissions
- Allison automatic transmissions
- Factory PTO provisions
- FEPTO & REPTO acceptability

CHASSIS

- Clear frame rail back of cab
- Towing provision at end of frame
- Battery shut-off switch
- Left-hand and right-hand exhaust (horizontal or vertical)
- Taper-leaf and flat-leaf front suspension capacity from 6,000 lbs. to 20,000 lbs.
- Front shock absorbers included with taper-leaf and available for flat-leaf suspensions
- Meritor rear axles, capacity from 10,000 lbs. to 58,000 lbs.
- Freightliner AirLiner, TufTrac, multi-leaf, taper-leaf and flat-leaf suspensions to 52,000 lbs.
- Hendrickson HN/RT/RTE suspensions up to 65,000 lbs.

- Wide family of frame rails available up to 7/16" x 11-1/8" with 1/4" c-channel inner reinforcement
- Integral front frame extensions
- Driver-controlled differential lock for traction control
- Painted or chrome three-piece bumpers with flexible plastic ends available
- Optional one-piece 1/4" rigid bumper
- Clear or amber fog lights, mounted in or under bumper
- InstaHeat fuel heaters
- Black plastic, painted steel or stainless steel quarter fenders
- Alliance or Davco fuel/water separators
- Back-up alarm
- Tire sizes up to 445/65 R22.5
- Left, right or dual 30- to 120-gallon aluminum fuel tanks (cylindrical on Business Class M2 112)
- 6-, 13- or 23-gallon DEF tanks

CAB

- 106" or 112" BBC aluminum cab
- 2-door, stand-up, right-hand drive available
- Sit-down, dual drive available
- Metal door kick plates
- Available wing dash or flat dash
- Aerodynamic airshield roof deflector or roof fairing
- Cab side extenders
- Fender extensions
- Painted or chrome front grille
- Firewall and hood liner insulation
- Single or dual, electric or air horns
- Integral headlight/marker lights mounted in hood
- LED marker lights
- Daytime running lights
- Swivel-mounted utility lights
- Black or chrome door-mounted mirrors with heat or remote control
- Door-mounted down-view mirror
- Heated door-mounted auxiliary convex mirrors
- Fender- or hood-mounted auxiliary convex mirrors
- Painted or bright exterior sun visor
- Tinted door glass with operating or fixed wing windows
- Bonded or roped-in tinted windshield
- Mirror-mounted AM/FM/WB/CB antennas
- Windshield wiper motor with delay
- Hood access hatches on 106V and 112V
- Argent or bright engine air intake

DRIVER SAFETY AND COMFORT

- Driver convenience package
- Rubber, leaf spring or air cab mounts
- Exterior assist handles
- Electric powered door windows and electric door locks
- Washer fluid level indicator
- Lower right-hand door window
- Door-mounted storage
- Overhead console with additional center storage
- Heater and defroster, or heater, defroster and air conditioner
- Two cupholders molded into lower dash
- Multiple between-seat storage options including writing surface and 12-volt power supply
- Complete selection of driver and passenger seats including storage, safe and SCBA options
- Silencer package or extreme climate thermal insulation
- Door-activated dome lights
- Optional step lighting package
- Dual reading lights mounted in overhead console
- Adjustable tilt and telescoping steering column
- Trip odometer, tachometer, transmission temperature and air pressure gauges
- AM/FM, Weatherband or Sirius Satellite radios with CD
- CB mounting provision conveniently located in overhead console
- Cordura seat covers

Some options not available on all models.

Visit your local Freightliner dealer for complete specifications and options.



Competitive financing available through Daimler Truck Financial. For the Freightliner Trucks Dealer nearest you, call 1-800-FTL-HELP. www.freightlinertrucks.com. 10M, 2/10. FTL/MC-B-969. Specifications are subject to change without notice. Freightliner Trucks is registered to ISO9001:2000 and ISO 14001:2004. Copyright © 2010. Daimler Trucks North America LLC. All rights reserved. Freightliner Trucks is a division of Daimler Trucks North America LLC, a Daimler company.



T-90 Series

*Delivering the capacity, reliability and uptime that fit your demanding schedule, the new T-90 Series of self-powered truck refrigeration units truly offer **MORE.***





THERMO K





ON THE INSIDE:

- 6. ***MORE*** Capacity
- 8. ***MORE*** Savings
- 10. ***MORE*** Reliability
- 12. ***MORE*** Technology
- 14. ***MORE*** Options



Since 1938, Thermo King's priority has been to develop innovative products that meet and exceed the ever changing needs of our customers.

MORE

The development of the T-90 Series of refrigeration units for straight trucks continues the legacy of customer-focused innovation. Taking our self-powered truck refrigeration models to a new level, the next-generation T-90 Series offers the right solutions for today's challenges. Whether you're looking for more capacity, trustworthy reliability and performance, fuel efficiency, unprecedented temperature pull-down and recovery, convenient maintenance intervals, or all of the above, the T-90 Series will not let you down.



The T-90 Series is your solution for everything from fresh produce to ice cream and everything in between. Providing higher overall cargo flexibility and immediate value.

More

CAPACI

Improved coil designs, optimized engine management, along with many additional improvements, deliver elevated performance — performance that boasts increased capacity of up to 35 percent.

Thermo King Reciprocating Compressors

The entire T-90 Series features the latest Thermo King designed and manufactured reciprocating compressors that surpass the technology of the past. With continuously improved reliability, today's X-214 and X-430 reciprocating compressors are a key component of our new design.

But don't just take our word for it. Documented reliability testing of these compressors has proven the quality improvements yielded over the past 10 years.

Taking it to the MAX

Customers who need maximum capacity have new options that offer even more capacity. Choose confidently from the T-1090 MAX, T-890 MAX or T-690 MAX models to best meet your extreme temp control requirements, all featuring larger coils and heat exchangers, optimized compressor and engine speeds, and a sound-reduction kit to deliver quieter performance.



THERMO KING

TITY

When it comes to fuel savings and reduced maintenance costs, the T-90 Series sets the industry standard.

More

SAVING

With an extended maintenance interval (EMI) of 2,000 hours — the longest in the industry — downtime and costs are minimized. With longer maintenance intervals, you save money by reducing environmental impact and downtime.

Key laboratory application tests have shown that when using QuickTemp technology, the initial pull-down and recovery rates in the T-90 Series are up to 30 percent faster, fuel consumption is reduced by up to 35 percent, and engine runtime is decreased by up to 25 percent versus the

competition. Along with these savings, you get better control of cargo temperature and longer unit life because of our patent-pending refrigeration control system.

SmartPower™ Electric Standby

Running your refrigeration unit on electric power when stationary is simply smart. Save fuel, reduce engine wear, and decrease emissions. Using SmartPower electric standby can save you up to 75% on fuel costs - now that's smart.



Thermo King SR Control System

It's hard to beat how this powerful and simple to use controller ensures accurate temperature control and efficient operation that delivers industry-leading fuel savings and temperature control. With on-screen instructions the premium HMI offers a symbolic interface and easy-to-read LCD display that makes precise setting and adjusting of the reefer quick and easy. Using QuickTemp technology, cycle-sentry mode, Fuel Saver II technology, and electronic door switches will all contribute to fuel savings. All of which operate seamlessly in the background; allowing your drivers to do what they do best ... drive.

*The information provided herein does not, and is not intended to, constitute legal advice; instead, all information, content, and materials are provided for general informational purposes only. If you have any questions about this information, you should consult with your individual attorney to provide assurances that the information – and your interpretation of it – is applicable or appropriate to your particular situation. The information is provided “as is;” no representations are made with respect to the accuracy of the information.

T-90 SAVINGS BY THE NUMBERS:

SMARTPOWER

SAVES FUEL

REDUCES ENGINE WEAR

DECREASES EMISSIONS

REDUCES OPERATING
COSTS BY UP TO:

75%

2000 HOUR EMI

>

SPILLAGE

>

WASTE

>

DOWNTIME

+

ENGINE LIFE

PERFORMANCE vs. Competition*

44%

FASTER RECOVERY

35%

LOWER FUEL CONSUMPTION

50%

FASTER PULL-DOWN

The cornerstone of all Thermo King refrigeration units is reliability, and the T-90 Series continues the tradition.

More

RELIAB

Advancements in technology and innovation must be proven reliable before they are incorporated into our designs. This is at the core of who Thermo King is. Another key piece of our heritage, and an extension of the products themselves, is our unmatched service and support.

When you choose a T-90 Series truck unit, you choose Thermo King ...an industry pioneer who is invested in your success.



LARGEST DEALER SERVICE NETWORK –
MORE THAN 200 LOCATIONS
IN NORTH AMERICA ALONE



FACTORY TRAINED TECHNICIANS AT ALL LOCATIONS,
DELIVERING SERVICE EXCELLENCE THAT ENHANCES
EVERY CUSTOMER VISIT



24/7 MOBILE SERVICE IN MOST LOCATIONS



EXTENSIVE PRODUCT QUALIFICATION INCLUDING LAB
TESTING AT OUR WORLD-CLASS TESTING FACILITIES AND
FIELD TESTING WITH REAL CUSTOMERS
IN REAL APPLICATIONS



THERMO GARD® ASSURANCE – GUARANTEED
MAINTENANCE PLANS THAT OPTIMIZE FLEET
EFFICIENCIES AND REDUCE MANAGEMENT COSTS



ACCESS TO A COMPLETE LINE OF THERMO KING
GENUINE PARTS FOR MAXIMUM UPTIME



QUALITY

Innovation is only valuable if it improves the customer experience. Period. This is why each feature of T-90 Series was thoughtfully analyzed from the perspective of the customer.

More

TECHNOLOGY

Connectivity

The integrated Thermo King telematics hardware opens the door to TracKing® Cellular. Connectivity to the units of the T-90 Series, and your cargo, has never been easier.

USB Service Connectivity

Easier diagnostics and flash loading of system settings are at your fingertips.



Premium HMI

Standard on the T-90 Series, users benefit from improved user interface, diagnostic capabilities, and ease of use.





OptiSet® Plus

Featured in both the single-temperature and multi-temperature models, OptiSet Plus ensures that temperatures are optimized and personalized with pre-set profiles for your cargo. Your Thermo King certified dealer can help you get the most out of your refrigeration equipment, pre-loading your OptiSet Plus profiles specific to your operational needs to ensure your refrigeration unit delivers what you expect. Trip after trip, you can be confident that temperature set points and ranges, as well as the use of cycle-sentry mode, are locked in to best match your needs while taking the guesswork out of your driver's day.

Manage your fleet and temperature control down to the smallest detail with OptiSet

- Ensure the quality of your fleet's cargo while improving fuel savings
- Resulting in more consistent product quality, fewer shipper and driver errors, and improved efficiency of your reefer unit
- Total customization of your operating conditions

The T-90 Series of units comes with a variety of options to ensure that you get MORE of what you need.

More

OPTION

Available as add-on features as well as in packages designed to meet common needs, we are confident that you will end up with the refrigeration unit right for your business.

Precision Temp Control (PTC)

Ideal for customers who need even MORE when it comes to accurate and steady temperature control, PTC is the perfect choice for cargo requiring exacting temperature control. Thermo King testing has shown PTC to maintain temperatures to within +/- 5 degrees F (+/- 3 degrees C) for the majority of applications. That performance is normally +/- 1 degree F (+/- 0.6 degree C) in tests with a properly insulated box — making this a must-have option for products such as pharmaceuticals. PTC is available

for most T-90 Series single temperature models including T-890/T-890 MAX, and T-1090/T-1090 MAX.

Solar Panels

Available in both 40 watt and 110 watt versions, our ThermoLite® solar panels are the perfect complement to the T-90 Series of units by helping to reduce costs of battery replacements, jumpstarts and fuel consumption. The larger 110 watt solar panels can also be used to keep your lift gates operating all day long.



Evaporator Guards

Available from the factory, these rugged aluminum evaporator guards protect your multi-temp remote evaporators from damage.

Whisper Noise Reduction

This package minimizes your impact on neighbors during deliveries by reducing unit noise.

Arctic Package

Ensuring reliable operation and easy engine starts for customers operating in cold and snowy conditions, the arctic package includes snow covers, synthetic oil and block heater.

Monitor Package

This package offers visibility to temperature – both current and throughout a delivery, door openings, truck location, and more. TouchPrint Premium with two temperature sensors, a remote status light, and a wired door switch are all included.

Premium Package

Offering the highest level of protection for T-890 and T-1090 units and your cargo, our premium package includes PTC, top screen cover and synthetic oil.



APPLICATIONS CHART



BOX SIZE 14'

| | |
|-------|-------|
| 35°F | T-590 |
| 0°F | T-590 |
| -20°F | T-690 |



BOX SIZE 16'

| | |
|-------|-----------|
| 35°F | T-590 |
| 0°F | T-690 |
| -20°F | T-690 MAX |



BOX SIZE 18'

| | |
|-------|-------|
| 35°F | T-590 |
| 0°F | T-690 |
| -20°F | T-890 |



BOX SIZE 20'

| | |
|-------|-------|
| 35°F | T-590 |
| 0°F | T-690 |
| -20°F | T-890 |



BOX SIZE 22'

| | |
|-------|-----------|
| 35°F | T-590 |
| 0°F | T-690 MAX |
| -20°F | T-890 |



BOX SIZE 24'

| | |
|-------|-----------|
| 35°F | T-590 |
| 0°F | T-690 MAX |
| -20°F | T-890 |



BOX SIZE 26'

| | |
|-------|-------|
| 35°F | T-890 |
| 0°F | T-890 |
| -20°F | T-890 |

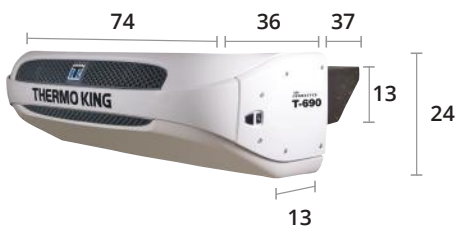


BOX SIZE 28'

| | |
|-------|--------|
| 35°F | T-890 |
| 0°F | T-890 |
| -20°F | T-1090 |

Assuming 3" of insulation for 35°F, 0°F and 4" for -20°F; ten door openings per day; box dimensions of 96"W and 96"H on trucks 10' and over in length. Unit selection may vary. Consult your Thermo King dealer for a detailed analysis of your requirements.

DIMENSIONS (INCHES)

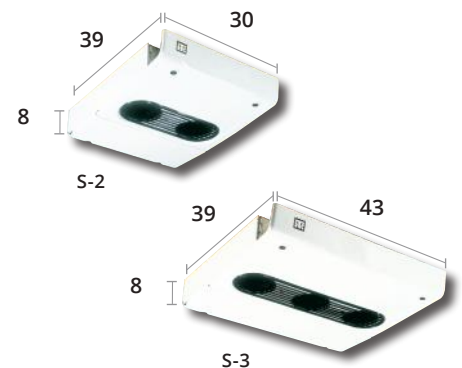


T-590R / T-690 / T-690 MAX



T-890, T-890 MAX, T-1090,
T-1090 MAX, T-1090 SPECTRUM

SPECTRUM S-2 & S-3 EVAPS



T-90 SERIES OPTIONS

■ Available option ■ Not available

| | T-590 | T-690 | T-690 MAX | T-890 | T-890 MAX | T-1090 | T-1090 MAX | T-1090 SPECTRUM |
|---|-------|-------|-----------|-------|-----------|--------|------------|-----------------|
| CONTROLS AND INFORMATION | | | | | | | | |
| Rear Remote Control (Flushmount) | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Body Mount Enclosure for HMI | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Remote Status Indicator Light | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Remote Service Watch Port (USB) | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Precision Temp Control | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| ENGINE, FUEL & SMARTPOWER | | | | | | | | |
| SmartPower - 200V to 230V/3Ph/50-60Hz | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| SmartPower - 460V/3Ph/60Hz | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Battery Box | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Heat (electric - SmartPower units only) | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Engine Block Heater | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Fuel Tank (30 gallon aluminum side fill) | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Oil Drain - Quick Disconnect | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Synthetic Oil | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| CONNECTED ASSETS, SENSORS & POWER MANAGEMENT | | | | | | | | |
| TouchPrint Premium W/2 Temp Sensors | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Door Switch | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 40W Solar Panel | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 110W Solar Panel | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| APPEARANCE, NOISE & PROTECTION | | | | | | | | |
| Snow Cover + Top Screen | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Whisper™ Sound Kit | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Evap Side Screens | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Hose Management Channel | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| SPECTRUM OPTIONS | | | | | | | | |
| S-2 Remote Evap | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| S-3 Remote Evap | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| S-2 Remote Evap Guard | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| S-3 Remote Evap Guard | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| OPTIONS PACKAGES | | | | | | | | |
| Arctic Package | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Monitor Package | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Premium Package | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |



UNIT SPECIFICATIONS

T-590

ENGINE

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 15,500 |
| 0°F..... | 10,000 |
| -20°F..... | 5,500 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 10,500 |
|-----------|--------|

ELECTRIC

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 14,000 |
| 0°F..... | 8,000 |
| -20°F..... | 5,000 |

HEATING CAPACITY

| | |
|-----------|-------|
| 35°F..... | 6,000 |
|-----------|-------|

WEIGHT** 910 / 973 LBS.

T-690

ENGINE

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 19,000 |
| 0°F..... | 12,000 |
| -20°F..... | 7,250 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 12,000 |
|-----------|--------|

ELECTRIC

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 16,500 |
| 0°F..... | 11,000 |
| -20°F..... | 6,500 |

HEATING CAPACITY

| | |
|-----------|-------|
| 35°F..... | 7,500 |
|-----------|-------|

WEIGHT** 910 / 973 LBS.

T-890 MAX

ENGINE

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 27,000 |
| 0°F..... | 18,000 |
| -20°F..... | 11,500 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 14,000 |
|-----------|--------|

ELECTRIC

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 22,500 |
| 0°F..... | 13,500 |
| -20°F..... | 8,500 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 10,500 |
|-----------|--------|

WEIGHT** 1027 / 1136 LBS.

T-1090

ENGINE

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 32,000 |
| 0°F..... | 21,000 |
| -20°F..... | 13,500 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 14,000 |
|-----------|--------|

ELECTRIC

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 27,000 |
| 0°F..... | 15,500 |
| -20°F..... | 11,000 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 14,000 |
|-----------|--------|

WEIGHT** 1014 / 1123 LBS.

All T-90 Series units meet 2013 EPA Tier 4 final requirements, including NTE (Not to Exceed) and Altitude.



T-690 MAX

ENGINE

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 21,000 |
| 0°F..... | 13,500 |
| -20°F..... | 8,000 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 14,000 |
|-----------|--------|

WEIGHT** 947 / 1010 LBS.

ELECTRIC

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 18,000 |
| 0°F..... | 12,250 |
| -20°F..... | 6,750 |

HEATING CAPACITY

| | |
|-----------|-------|
| 35°F..... | 7,500 |
|-----------|-------|

T-890

ENGINE

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 25,000 |
| 0°F..... | 17,000 |
| -20°F..... | 11,000 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 10,500 |
|-----------|--------|

WEIGHT** 990 / 1099 LBS.

ELECTRIC

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 21,000 |
| 0°F..... | 12,500 |
| -20°F..... | 8,000 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 10,500 |
|-----------|--------|

T-1090 MAX

ENGINE

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 35,000 |
| 0°F..... | 22,500 |
| -20°F..... | 14,250 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 20,000 |
|-----------|--------|

WEIGHT** 1051 / 1160 LBS.

ELECTRIC

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 28,500 |
| 0°F..... | 19,000 |
| -20°F..... | 13,000 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 14,000 |
|-----------|--------|

T-1090 SPECTRUM™

ENGINE

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 34,000 |
| 0°F..... | 22,000 |
| -20°F..... | 13,000 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 19,000 |
|-----------|--------|

WEIGHT** 883 / 992 LBS.

ELECTRIC

CAPACITY* (BTU/HR)

| | |
|------------|--------|
| 35°F..... | 28,500 |
| 0°F..... | 16,500 |
| -20°F..... | 9,000 |

HEATING CAPACITY

| | |
|-----------|--------|
| 35°F..... | 13,500 |
|-----------|--------|

*Cooling capacities rated at 100°F ambient, heating at 0°F ambient.

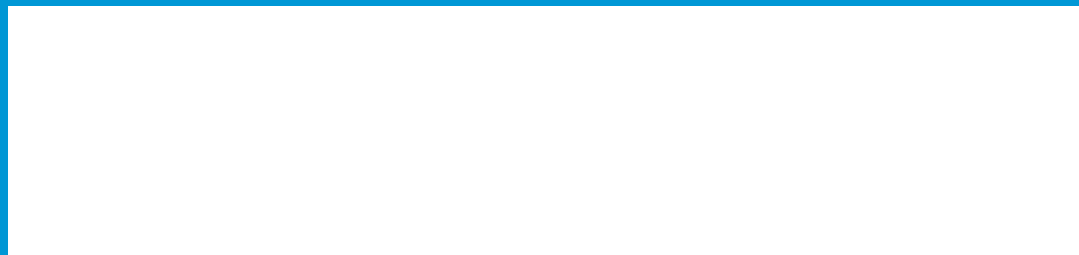
** Weights are listed for standard unit/units with SmartPower option

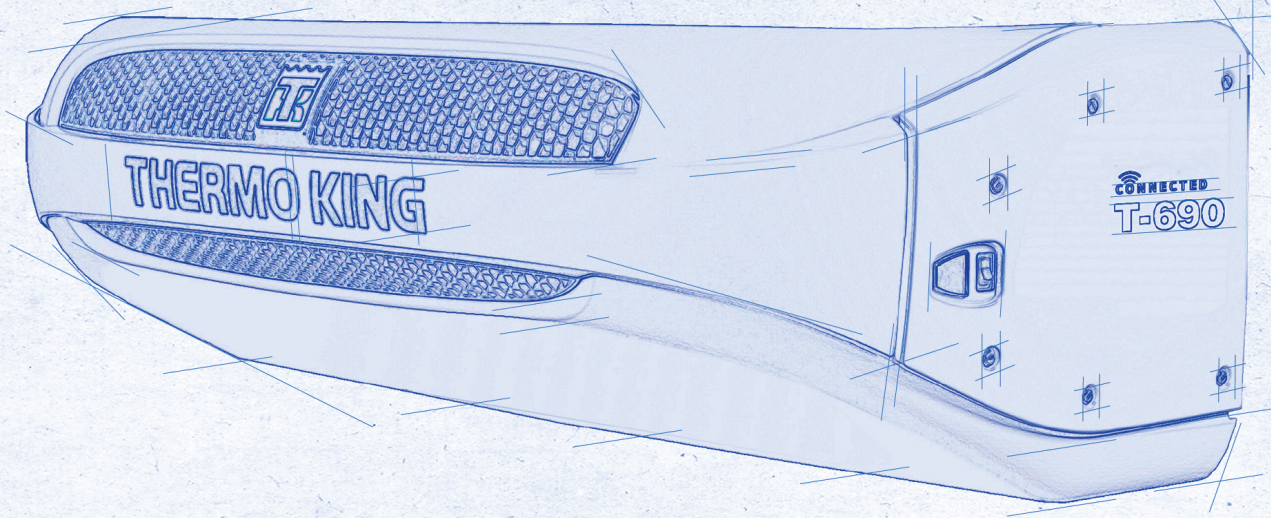


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T-690 & T-690 MAX SPECIFICATIONS

T-90 SERIES... EXPECT MORE.

Since 1938, Thermo King's priority has been to develop innovative products that meet and exceed the ever changing needs of our customers.

The development of the T-90 Series of transport refrigeration units for straight trucks continues the legacy of customer-focused innovation. Taking our self-powered truck refrigeration models to a new level, the next-generation T-90 Series offers the right solutions for today's challenges. Whether you're looking for more capacity, trustworthy reliability and performance, fuel efficiency, unprecedented temperature pull-down and recovery, convenient maintenance intervals, or all of the above, the T-90 Series will not let you down. And now with the integration of our ConnectedSuite™ telematics package and the standardization of our premium HMI included, you truly get MORE WITH THERMO KING.



KEY OPTIONS

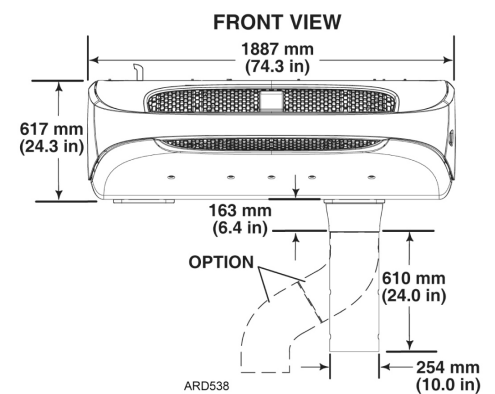
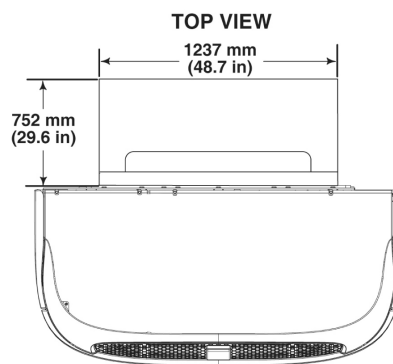
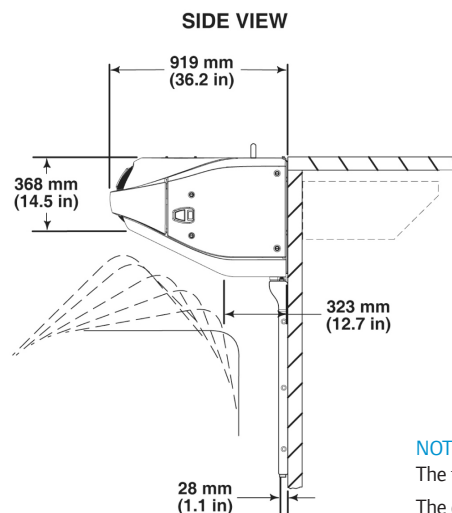
Customize your unit to fit your business needs:

- SmartPower™ Electric Standby (230V and 460V)
- Whisper™ Noise Reduction
- Top Screen
- Snow Cover
- Solar panels (40W and 110W options)
- Electronic Door Switches
- Body Mount HMI
- TouchPrint Premium
- Arctic Package
- Monitor Package

SYSTEM PERFORMANCE

Refrigeration capacity: System net cooling capacity at 100°F ambient temperature and high speed engine/60 Hertz electric power

| Return air to evaporator | T-690 | | | T-690 MAX | | |
|---|----------------------------|--------|-------|----------------------------|--------|-------|
| | 35°F | 0°F | -20°F | 35°F | 0°F | -20°F |
| Engine Power BTU/hr (Up to) | 19,000 | 12,000 | 7,250 | 21,000 | 13,500 | 8,000 |
| Electric Power BTU/hr (Up to) | 16,500 | 11,000 | 6,500 | 18,000 | 12,250 | 6,750 |
| Heating capacity (35°F/0°F ambient) | | | | | | |
| Engine power (BTU/hr) | 12,000 | | | 14,000 | | |
| Electric power (BTU/hr) | 7,500 | | | 7,500 | | |
| Airflow: on high speed engine operation | | | | | | |
| Airflow volume @ 0 Pa static pressure | 1,500 ft ³ /min | | | 1,500 ft ³ /min | | |
| Weight (Condensing Unit): | | | | | | |
| Standard: cooling/heating on engine operation | 910 lbs | | | 947 lbs | | |
| With SmartPower electric standby: cooling/heating on engine/electric standby | 973 lbs | | | 1,010 lbs | | |
| Engine: 3 cylinder, liquid cooled | | | | | | |
| Model | TK 374 | | | TK 374 | | |
| Rating | 13.3 hp | | | 13.3 hp | | |
| Maintenance Interval | 2000 hrs | | | 2000 hrs | | |
| Compressor: lightweight aluminum alloy | | | | | | |
| Model | X-214 | | | X-214 | | |
| Displacement | 14 cu. in. | | | 14 cu. in. | | |
| Electric standby motor (option1) | | | | | | |
| Voltage / phase / cycles | 200 - 230 / 3 / 60 | | | 200 / 230 / 3 / 60 | | |
| Rating | 7.2 hp | | | 7.2 hp | | |
| Electric standby motor (option2) | | | | | | |
| Voltage / phase / cycles | 460 / 3 / 60 | | | 460 / 3 / 60 | | |
| Rating | 7.2 hp | | | 7.2 hp | | |
| Refrigerants: R-404A zero Ozone Depletion Potential (ODP), internationally approved | | | | | | |
| Charge | 5.7 lbs | | | 7.3 lbs | | |



NOTE: The top of the unit to be mounted flush with the top of the cargo box when possible. The top of the evaporator to be positioned 25.4 mm (1.00 in.) below ceiling. The dimension from the top of the cargo box to the evaporator cutout will vary depending on the type of box, truck cab tilt clearance, etc.