Request for Quotation

CNG Powered Trucks

March 14, 2017 M&M Cartage Co., Inc. 6220 Geil Lane





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Recipient Information

This Request for Quotation has been received by the following company (the "Recipient"):

| Attn: | | |
|--------|--|--|
| Email: | | |
| Phone: | | |

Confidentiality Statement

This document, and any attachments thereto, regardless of form or medium, is intended only for Recipient and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this document, and any attachment thereto, is strictly prohibited and violation of this condition may infringe upon copyright, trademark, patent, or other laws protecting proprietary and, or, intellectual property. In no event shall this document be delivered to anyone other than the intended recipient or original sender and violation may be considered a breach of law fully punishable by various domestic and international courts. If you have received this document in error, please respond to the originator of this message or email him/her at the address below and permanently delete and/or shred the original and any copies and any electronic form this document, and any attachments thereto and do not disseminate further.

Submission Details

1. The bidding opens on March 14, 2017. All submissions for responding to this request must be submitted on paper and delivered to our office, as stated below, no later than:

Friday, March 31, 2017 at 3:00 pm

2. The delivery address to be used for all submissions and contact information if you have any questions or require clarification on any topics covered in this Request for Quotation:

M&M Cartage Co., Inc. Attn: Don Hayden, President 6220 Geil Lane Louisville, KY 40219 Phone: (502) 456-4586 Email: don.hayden@mmcartage.com

- 3. Electronic submissions in response to this Request for Quotation will be accepted as long as they are sent via email to: don.hayden@mmcartage.com and in Microsoft Word or Adobe Acrobat format with the file name ending in ".doc" or ".docx" or ".pdf".
- 4. The company shall post this RFQ on the home page of its website at <u>www.mmcartage.com</u> and may distribute the RFQ directly to potential bidders. If company issues an addenda to the RFQ, it will post the addenda on the same website and deliver such addenda to each potential bidder that has provided notice to the company that it wants to be notified of any such addenda.
- **5.** The company reserves the right to modify, cancel or withdraw the RFQ at any time and for any reason.
- 6. Each bidder shall provide the company a primary contact, including a phone number and email address, for all correspondence regarding the RFQ. Within 14 days after the submission deadline, the company shall notify each bidder with notice of the result of its submission either by phone or email.
- **7.** Any information provided is not official unless reduced to writing by the company. Any unauthorized contact with any employee in connection with this RFQ is prohibited and shall be cause for disqualification of the bidder.
- **8.** Careful attention must be paid to all requested items contained in this RFQ. Please read the entire package before bidding.
- 9. The entire set of documents constitutes the RFQ. The bidder must respond in total and in the same numerical order in which the RFQ was issued. Bidder's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All RFQs shall be returned in a sealed envelope with "CNG Powered Trucks" stated on the outside of the envelope.
- **10.** Sealed RFQs will be accepted in accordance with the instructions detailed herein. The bidders shall file all documents necessary to support its qualifications and include them in the submittal and shall be responsible for the actual delivery of RFQs during business hours to the address indicated above. It shall not be sufficient to show that the qualifications were mailed in time to be received before scheduled closing time for receipt of RFQs.
- **11.** The company may waive minor irregularities in the bid and submission process as permitted by applicable Governmental Agencies (as defined below) provided such action is in the best interest of the project.

Business Overview & Background

M&M Cartage Co., Inc. (hereafter "the company") is a regional transportation company headquartered at 6220 Geil Lane, Louisville, KY 40218, with terminals in Indiana, Michigan, Tennessee and Ohio. The company is striving to be the greenest transportation company in this region, and has heavily invested in CNG-powered trucks and other CNG-related infrastructure.

The company desires to replace five existing diesel-powered trucks with CNG-powered trucks as detailed below.

Detailed Specifications

The company is seeking vendors to facilitate the purchase of five of the following CNG-Class 8 trucks to be delivered to the headquarters at 6220 Geil Lane. The specifications are set forth on Exhibit A for the vehicle and on Exhibit B for the CNG fueling system.

Bidder hereby represents and warrants that for each piece of equipment that it would deliver in response to this RFQ will either be in compliance with, or will have been issued a waiver from, the Buy American requirements of the Federal Highway Administration set forth in 23 USC 313 and 23 CFR 635.410. Bidder shall submit documentation in its response to this RFQ of its compliance with this requirement.

Payment Terms

No invoice shall be required for the equipment or services to be provided under the contract, and the contract will serve as the complete agreement between the parties. The company will accept standard terms from the bidder.

Selection Criteria

The company intends to award a contract to the bidder, whose offer, conforming to the RFQ, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein. Any bidder that cannot provide a service and warranty work on the vehicles within 25 miles of the company headquarters on Geil Lane shall be disqualified. Award will be based on evaluation by all items. An evaluation committee, or a designated individual, will evaluate the information provided by the bidder in response to the established measurable criteria contained in the RFQ.

| Measureable Criteria | <u>Points</u> |
|---|---------------|
| Price | 70 |
| Timing (number of days to estimated completion date) | 15 |
| Experience (in last five years, number of CNG Class 8 Trucks sold) | 15 |

Each criteria shall be scored as follows using price as an example:

The bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. For example, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 70 points. Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 52.5 points (\$3.00 divided by \$4.00, which equals 0.75, which is then multiplied by 70).

Terms and Conditions

- PUBLIC-PRIVATE PARTNERSHIP. Recipient acknowledges that the company has executed a public-private partnership agreement with Louisville Metro Government in connection with company's award of funds under the Congestion Mitigation Air Quality Program ("CMAQ") of the Federal Highway Administration ("FHWA") and administered in Kentucky by the Office of Local Programs ("OLP") of the Kentucky Transportation Cabinet (collectively, the "Governmental Agencies"). This RFQ and any final contract is subject to the rules and regulations related to these programs and agencies in connection with the receipt of such CMAQ funds.
- 2. GENERAL. There shall be no binding obligation between the company and Recipient and no work shall commence until a valid contract has been fully executed. That contract shall represent the entire agreement between the parties. Prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof shall be of no effect on that contract. The Terms and Conditions outlined herein shall be included in the final contract between the successful bidder and the company.
- **3. CONTRACT COMPONENTS**. The successful bidder and the company shall execute a final contract that shall incorporate this RFQ, any addenda to this RFQ, any response to this RFQ that is incorporate and agreed to in the final contract, and Section 45A of the Kentucky Revised Statutes. Any inconsistencies in these components shall be resolved by giving precedence in the following order: the final contract; any addenda to this RFQ; and finally to this RFQ. Once the final contract is executed, all amendments shall be in writing signed by both parties and effective only upon the receipt of any applicable approvals from the appropriate government agencies. The contract will constitute the entire agreement between the parties, and the company shall not be required to enter into any other agreement with the successful bidder.
- 4. SCHEDULE DATES & DELAYS. Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay.
- 5. SHIPMENT. The successful bidder shall deliver the trucks no later than 180 days after the final contract is signed and subject to force majeure, agrees that when delivery and installation is not made within the contracted due date, one percent per day shall be deducted from the Recipient's invoice for each day the Recipient fails to meet the contracted delivery date. All shipments shall be F.O.B destination to 6220 Geil Lane, Louisville, KY 40219. The successful bidder shall be responsible for all shipments and freight charges and filing any applicable freight claims.
- **6. ASSIGNMENT**. Neither party shall assign or transfer this contract without the prior written consent of the other party.

- 7. TAXES. The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Company in addition to the prices herein provided for.
- 8. INSURANCE. With respect to the performance of work at company's facility, the Recipient's personnel shall be properly covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. A certificate confirming this insurance coverage is obtainable upon request. To the extent any loss and/or damage is recoverable by insurance proceeds under Recipient's insurance policies, Recipient waives its and its insurers' rights to recover for such loss and/or damage against the company.
- **9.** WARRANTY. The Recipient warrants that parts manufactured by the Recipient and furnished under this contract, will be free of defects in material and workmanship for a period of six months from the date of installation, exclusive of transportation and installation costs (or six months from date of delivery if not installed by Recipient), and at its option, shall either repair or replace such parts, provided the Company promptly notifies the Recipient of defects therein, within said period. The Recipient shall transfer any and all manufacturer warranties to Company and to the extent any such warranty is not transferable, Recipient shall use its best efforts to allow Company to receive the benefit of such warranty.
- **10. LIMITATION OF LIABILITY**. The remedies of the Recipient set forth herein are exclusive, and the liability of the Company with respect to this contract or the services or parts furnished under this contract shall not exceed the contract price of such services or the part upon which such liability is based. The Company and its suppliers or subcontractors shall in no event be liable to the Recipient, any successors in interest or any beneficiary of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Recipient or customers of Recipient for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
- **11. INSPECTIONS.** The parties acknowledge that the Governmental Agencies shall have the right to inspect the equipment delivered under the contract prior to acceptance of such equipment.
- **12. NOTICES**. All notices, consents and other communications required or permitted under the contract shall be addressed to the company at:

M&M Cartage Co., Inc. Attn: Don Hayden, President 6220 Geil Lane Louisville, KY 402198 Phone: (502) 456-4586 Email: <u>don.hayden@mmcartage.com</u> The final contract shall identify the representative of Recipient that shall be the sole point of contact for notices under the contract.

13. TERMINATION.

- a. If the successful bidder fails to perform any of its obligations under the contract and fails to cure such obligation within 30 days after the company provides the successful bidder of such failure, the company may terminate the contract.
- b. The company may terminate the contract immediately if there is sufficient evidence to demonstrate that (1) the contract was obtained by fraud, collusion, conspiracy or other unlawful means or (2) the contract conflicts with any statutory or constitutional provision of the Commonwealth of Kentucky or the United States.
- c. Notwithstanding in the contract to the contrary, the company may terminate this contract at will in accordance with the law upon providing 30 days written notice of that intent. Payment for services or goods received prior to termination shall be made by the company provided those goods or services were provided in a manner acceptable to the company. Payment for those goods and services shall not be unreasonably withheld.
- **14. NO ENDORSEMENT**. The successful bidder shall not refer to its selection by the company in any advertising to state or imply that the successful bidder is endorsed or preferred by the company or any Governmental Agency.
- **15. REGISTRATION.** If the successful bidder is not an entity formed under the laws of the Commonwealth of Kentucky, on or before the date on which the bidding opens for this RFQ as noted above, the successful bidder shall register to do business as a foreign entity with the Kentucky Secretary of State. If any response to the RFQ that does not demonstrate compliance with this requirement, the submission will be deemed non-responsive and ineligible to be the successful bidder.
- **16. COMPLIANCE WITH LAWS**. The successful bidder shall comply with all applicable local, state and federal laws and regulations related to the equipment and services provided hereunder, including the Equal Employment Opportunity Acts of 1978, as amended.
- **17. ACCESS TO RECORDS**. The company and the successful bidder shall provide the applicable Governmental Agency and its representatives access to the books and records directly related to this contract for the purpose of financial audit or program review.
- **18. DISCLOSURE**. Each of the company and the successful bidder shall reveal any final determination of a violation by it within the previous five-year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 as applicable.
- 19. PROTEST. The Secretary of the Finance and Administration Cabinet, or his designee, shal have authority to determine protests and other controversies of actual or prospective biders in connection with the solicitations or selection for award of a contract. Any actual or prospective bidder, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two calendar weeks after such aggrieved person knows or should have known of the facts giving

rise thereto (See Section 3.07-E-Procurement Award Notification). All protests or notices of other controversies must be in writing and shall be addressed to:

Office of the Secretary Finance and Administration Cabinet 702 Capital Avenue, Room 383 Frankfort, Kentucky 40601 Tel: 502 I 564-4240 Fax: 502 I 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken. The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

- **20. CONFLICT OF INTEREST**. Bidder represents and warrants that bidder (a) is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.340 and (b) if awarded the contract, would not be in violation of Executive Branch Code of Ethics established by KRS 11A.990.
- **21. AFFIDAVIT**. Both the company and the successful bidder shall execute and deliver the affidavit attached hereto as Exhibit A.

EXHIBIT A TO RFQ AFFIDAVIT FOR OFFERORS AND BIDDERS

The undersigned swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the undersigned, being the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- b. The undersigned swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- c. The undersigned swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
- d. The undersigned swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- e. Pursuant to KRS 45A.480 the undersigned swears and affirms under penalty of perjury, that all contractors and subcontractors employed, or that will be employed, under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance according to KRS Chapter 342 and unemployment insurance according to KRS Chapter 341.
- f. The undersigned swears and affirms under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

[Signature Page Follows]

As a duly authorized representative for the undersigned, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

[Insert Company or Bidder Name]

| By: | |
|--------|--|
| Name: | |
| Title: | |
| Date: | |

Subscribed and sworn to before me by [Insert Affiant Name and Title] of [Insert Company or Bidder Name] this _____ day of _____, 20____

[seal of notary]

Notary Public My commission expires:

<u>Exhibit A</u>

Vehicle Specifications

M&M Cartage Co. Inc

CNG Powered Freightliner CA113DC

Or Equivalent



Components shown may not reflect all spec'd options and are not to scale

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SPECIFICATION PROPOSAL

Description

| Vehicle Configuration | on |
|-----------------------|---|
| | CASCADIA 113 INCH DAY CAB |
| | 2018 MODEL YEAR SPECIFIED |
| | SET BACK AXLE - TRACTOR |
| | LH PRIMARY STEERING LOCATION |
| General Service | |
| | TRACTOR/TRAILER CONFIGURATION |
| | DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) |
| | LINEHAUL/LONG HAUL SERVICE |
| | GENERAL FREIGHT BUSINESS SEGMENT |
| | GENERAL FREIGHT COMMODITY |
| | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS |
| | MAXIMUM 8% EXPECTED GRADE |
| | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE |
| | EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs |
| | EXPECTED REAR DRIVE AXLE(S) LOAD : 34000.0 lbs |
| | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 46000.0 lbs |
| | EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs |
| Tractor Service | |
| | VAN TRAILER |
| | SINGLE (1) TRAILER |

| | Description |
|---------------------|--|
| Engine | |
| | CUM ISX12G 400 @ 1800 RPM, 2100 GOV RPM, 1450 LB/FT @ 1200 RPM |
| Electronic Paramete | rs |
| | 62 MPH ROAD SPEED LIMIT |
| | CRUISE CONTROL SPEED LIMIT 2 MPH HIGHER THAN ROAD SPEED LIMIT |
| | PTO MODE ENGINE RPM LIMIT - 1100 RPM |
| | PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED |
| | PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED |
| | PTO RPM WITH CRUISE SET SWITCH - 825 RPM |
| | PTO RPM WITH CRUISE RESUME SWITCH - 825 RPM |
| | PTO MODE CANCEL VEHICLE SPEED - 5 MPH |
| | PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND |
| | PTO MINIMUM RPM - 825 |
| Engine Equipment | |
| | 2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14 |
| | 2008 CARB EMISSION CERTIFICATION - EXEMPTED VEHICLE; NO CLEAN IDLE LABEL REQUIRED |
| | STANDARD OIL PAN |
| | ENGINE MOUNTED OIL CHECK AND FILL |
| | ONE PIECE VALVE COVER |
| | DUAL SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER |
| | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE |
| | (3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES |
| | STEEL BATTERY BOX WITH ENCLOSED TRAY |
| | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB |
| | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN |
| | |

PLASTIC BATTERY BOX COVER

| Description |
|--|
| POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER |
| PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS |
| EATON SOLO ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH |
| TORQUE LIMITING CLUTCH BRAKE |
| ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING |
| CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE |
| STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR |
| AIR COMPRESSOR DISCHARGE LINE |
| ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM |
| CUMMINS INTEBRAKE COMPRESSION BRAKE WITH (2) SWITCHES; (1) ON/OFF AND (1) LOW/HIGH RETARDATION LEVEL |
| SINGLE HORIZONTAL MUFFLER WITH HORIZONTAL TAILPIPE EXHAUST, RH MOUNTED |
| ENGINE AFTERTREATMENT WIRING, OXYGEN SENSOR |
| STANDARD EXHAUST SYSTEM LENGTH |
| SINGLE STAINLESS STEEL HORIZONTAL 3-WAY OXIDATION CATALYST MUFFLER |
| RH STANDARD HORIZONTAL TAILPIPE |
| NO DIESEL EXHAUST FLUID TANK |
| HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE |
| AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED |
| CUMMINS SUPPLIED FLEETGUARD COALESCING FILTER (LOW PRESSURE) CNG |
| FULL FLOW OIL FILTER |
| NO COOLANT FILTER |
| 1400 SQUARE INCH RADIATOR |
| ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT |
| GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT |
| CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES |
| |

Description

RADIATOR DRAIN VALVE PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR ALUMINUM FLYWHEEL HOUSING NO AIR INTAKE WARMER DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH Transmission EATON FULLER FRO-14210C TRANSMISSION **Transmission Equipment** ALUMINUM CLUTCH HOUSING MAGNETIC PLUGS. ENGINE DRAIN. TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN PAINTED SHIFT LEVER, SOLID LINKAGE WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK SYNTHETIC TRANSMISSION LUBE **Front Axle and Equipment** DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE NO FRONT AXLE ACCESSORIES BENDIX 16.5X5L ES LIGHT WEIGHT SPIDER CAM FRONT BRAKES, SINGLE ANCHOR, FABRICATED SHOES 2011/2013-FMVSS 121 FRONT BRAKE LINING CONMET CAST IRON FRONT BRAKE DRUMS FRONT OIL SEALS VENTED FRONT HUB CAPS WITH WINDOW, **CENTER AND SIDE PLUGS - OIL** STANDARD SPINDLE NUTS FOR ALL AXLES BENDIX VERSAJUST AUTOMATIC FRONT SLACK ADJUSTERS **TRW THP-60 POWER STEERING** POWER STEERING PUMP 2 QUART SEE THROUGH POWER STEERING

SYNTHETIC 75W-90 FRONT AXLE LUBE

Description

| Front Suspension | |
|---------------------|--|
| | 12,000# DUAL TAPERLEAF FRONT SUSPENSION |
| | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION |
| | FRONT SHOCK ABSORBERS |
| Rear Axle and Equip | oment |
| | MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE |
| | 3.55 REAR AXLE RATIO |
| | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING |
| | MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES |
| | MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES |
| | (1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES |
| | BENDIX 16.5X8.62L ES STAMPED SPIDER CAM REAR BRAKES, SINGLE ANCHOR |
| | 2011/2013-FMVSS 121 REAR BRAKE LININGS |
| | BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS |
| | CONMET CAST IRON REAR BRAKE DRUMS |
| | SKF SCOTSEAL PLUS XL REAR OIL SEALS |
| | WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS |
| | BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS |
| | SYNTHETIC 75W-90 REAR AXLE LUBE |
| Rear Suspension | |
| | AIRLINER 40,000# REAR SUSPENSION |
| | AIRLINER HIGH POSITION RIDE HEIGHT |
| | STANDARD AXLE SEATS IN AXLE CLAMP GROUP |
| | 51 INCH AXLE SPACING |
| | MANUAL DUMP VALVE FOR AIR SUSPENSION WITH GAUGE |
| | INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH |
| | SINGLE AIR REAR SUSPENSION LEVELING VALVE |
| | |

| | Description |
|----------------------------|--|
| | TRANSVERSE CONTROL RODS |
| | REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION) |
| Brake System | |
| | WABCO 4S/4M ABS WITHOUT TRACTION CONTROL |
| | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES |
| | FIBER BRAID PARKING BRAKE HOSE |
| | STANDARD BRAKE SYSTEM VALVES |
| | STD U.S. FRONT BRAKE VALVE |
| | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE |
| | BW AD-IS (DRM) BRAKE LINE AIR DRYER WITH SHIELD, HEATER AND INTEGRAL RESERVOIR |
| | AIR DRYER RESERVOIR MOUNTED |
| | STEEL AIR BRAKE RESERVOIRS |
| | PULL CABLES ON ALL AIR RESERVOIR(S) |
| Trailer Connections | |
| | 15 FOOT STRAIGHT TRAILER AIR HOSE |
| | NO AIR HOSE HANGER |
| | COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER SHIPPED LOOSE |
| | PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION |
| | SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE BRACKET MOUNTED ON LOWER CENTER CNG CABINET |
| SF | HP BRKT 06-47429-003 LOOSE |
| | NO SUPPLEMENTAL TRAILER CABLE WIRING |
| | NO HIGH CURRENT TRAILER/BODY CABLE |
| | 15 FOOT DETACHABLE STRAIGHT PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR |
| Wheelbase & Frame | |
| | 4875MM (192 INCH) WHEELBASE |
| | 11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI |
| | 1450MM (57 INCH) REAR FRAME OVERHANG |
| | FRAME OVERHANG RANGE: 51 INCH TO 60 INCH |

| | Description |
|-------------------|---|
| - | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : |
| | 126.84 in |
| | CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 126.84 in |
| | CALC'D FRAME LENGTH - OVERALL : 279.12 |
| | CALC'D SPACE AVAILABLE FOR DECKPLATE : 92.82 in |
| | CALCULATED FRAME SPACE LH SIDE : 74.32 in |
| | CALCULATED FRAME SPACE RH SIDE : 92.72 in |
| | FLANGED TAPERED END OF FRAME |
| | STANDARD WEIGHT ENGINE CROSSMEMBER |
| | INVERTED U TRACTOR CROSSMEMBER |
| | STANDARD SUSPENSION CROSSMEMBER |
| Chassis Equipment | |
| | LH BACK OF CAB ACCESS, GRAB HANDLE PROVIDED WITH CUSTOMER FURNISHED CNG CABINET; DOES NOT COMPLY WITH FMCSR 399 |
| | 21 INCH (525MM) DECK PLATE FLUSH MOUNTED BETWEEN RAILS |
| | SOLID DARK GRAY AERODYNAMIC BUMPER |
| | CENTER STEP RECESSED IN BUMPER |
| | REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME |
| | BUMPER MOUNTING FOR (3) LICENSE PLATES |
| | BETTS B-7 STAINLESS STEEL MUDFLAP BRACKETS |
| | NO REAR MUDFLAPS |
| | FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS |
| | HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS |
| | PLASTIC QUARTER FENDERS WITH LOGO |
| | NO TIRE PRESSURE CONTROL/SENSOR |
| Fifth Wheel | |
| | FONTAINE NO-SLACK II 6000 SERIES 6LWB 24 .0 INCH AIR SLIDE FIFTH WHEEL - 2 INCH SLIDE INCREMENTS |
| | FIFTH WHEEL 305MM (12.0 INCHES) AHEAD OF SUSPENSION CENTERLINE |
| | 184MM (7.25 INCH) FIFTH WHEEL HEIGHT |
| | OUTBOARD ANGLE - FIFTH WHEEL MOUNTING |
| | DASH MOUNTED CONTROL VALVE AND PLUMBING FOR FIFTH WHEEL |

| | Description |
|------------|--|
| | SIDE LEFT FIFTH WHEEL RELEASE |
| Fuel Tanks | |
| | Agility 3T BTC 120 DGE Fuel system See Attachment |

| Tires | |
|--------------|---|
| | BRIDGESTONE ECOPIA R283A 295/75R22.5 14 PLY RADIAL FRONT TIRES |
| | BRIDGESTONE ECOPIA M710 295/75R22.5 14 PLY RADIAL REAR TIRES |
| Hubs | |
| | CONMET PRESET PLUS ALUMINUM FRONT HUBS |
| | CONMET PRESET PLUS ALUMINUM REAR HUBS |
| Wheels | |
| | ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS |
| | ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS |
| | FRONT WHEEL MOUNTING NUTS |
| | REAR WHEEL MOUNTING NUTS |
| Cab Exterior | |
| | 113 INCH BBC ALUMINUM CONVENTIONAL CAB |
| | RH CAB DOOR(S) WITH 70 DEGREE DOOR STOP |
| | LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP |
| | DAY CAB FE13 FACTORY PAINTED AND INSTALLED ROOF FAIRING |
| | 12 INCH CAB/SLEEPERCAB SIDE EXTENDERS WITH BLACK FLEXIBLE ENDS |
| | UNDER CAB VANITY PANELS |
| | PAINTED FRAME SIDE FAIRINGS TO BACK OF SIDE EXTENDERS |

| Description |
|-------------|
|-------------|

LATCHED FRONT LEFT SIDE FAIRING PANEL FOR BATTERY ACCESS NO DRIVE WHEEL FAIRINGS - CHASSIS AIR CAB MOUNTS NONREMOVABLE BUGSCREEN MOUNTED **BEHIND GRILLE** LH AND RH INTERIOR GRAB HANDLES CHROME GRILLE WITH INTEGRAL SURROUND AERODYNAMIC HOOD FREIGHTLINER NAME PLATES SINGLE AIR HORN UNDER LH DECK SINGLE ELECTRIC HORN ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1001 INTEGRAL HEADLIGHT/MARKER ASSEMBLY VISOR MOUNTED LED MARKER LIGHTS DAYTIME RUNNING LIGHTS FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS LED SIDE TURN SIGNAL SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS LH AT BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S) UTILITY LIGHT SWITCH IN DASH DUAL BRIGHT FINISH HEATED MIRRORS WITH INTEGRAL CONVEX, LH AND RH REMOTE AND RAIN DEFLECTOR DOOR MOUNTED MIRRORS **102 INCH EQUIPMENT WIDTH** RH DOWN VIEW MIRROR RH AND LH BRIGHT FINISH HOOD/FENDER MOUNTED MIRRORS STANDARD SIDE/REAR REFLECTORS REAR REFLECTIVE DEVICE EXTERIOR SUN VISOR (2) 28X22 INCH SOLAR TINTED REAR WINDOWS SOLAR TINTED DOOR GLASS LH AND RH WITH TINTED FORWARD SIDE GLASS RH AND LH ELECTRIC POWERED WINDOWS 2-PIECE SOLAR TINTED CURVED ROPED-IN WINDSHIELD

| | Description |
|--------------|---|
| | |
| | 8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR |
| | WHITE WINTERFRONT |
| Cab Interior | |
| | GRAY VINYL INTERIOR |
| | STANDARD LH DOOR TRIM |
| | STANDARD RH DOOR TRIM |
| | BLACK MATS |
| | (2) DASH MOUNTED POWER OUTLETS AND COIN TRAY |
| | FORWARD ROOF MOUNTED CONSOLE WITH CENTER LOCKING DOOR |
| | NO REAR FLOOR STORAGE |
| | LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS |
| | COAT HOOK(S) IN CAB |
| | PARCHMENT/SHALE WING DASH |
| | 2-1/2 LB. FIRE EXTINGUISHER MOUNTED OUTBOARD OF DRIVER SEAT |
| | HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL |
| | HVAC DUCTING WITH MAIN FRESH AIR FILTER |
| | MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH |
| | STANDARD HEATER PLUMBING |
| | DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR |
| | RADIATOR MOUNTED AIR CONDITIONER CONDENSER |
| | BINARY CONTROL, R-134A |
| | STANDARD INSULATION |
| | SOLID-STATE CIRCUIT PROTECTION AND FUSES WITH SPARE FUSE KIT |
| | 12V NEGATIVE GROUND ELECTRICAL SYSTEM |
| | STANDARD CAB LIGHTING |
| | LH AND RH ELECTRIC DOOR LOCKS |
| | TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB |
| | |

Description

PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK

BASIC 2.0 HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND TILT

DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS

GRAY MORDURA CLOTH DRIVER SEAT COVER

GRAY MORDURA CLOTH PASSENGER SEAT COVER

3 POINT HIGH VISIBILITY ORANGE ADJUSTABE D-RING RETRACTOR DRIVER AND FIXED D-RNG RETRACTOR PASSENGER SEAT BELTS

ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN

4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES

DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

ELECTRONIC FOOT ACCELERATOR

LAZER BLACK DRIVER INSTRUMENT PANEL

BLACK GAUGE BEZELS

LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES

DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS

ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES

KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY

ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED

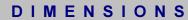
GATEWAY DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939/1587, LOCATED BELOW DASH

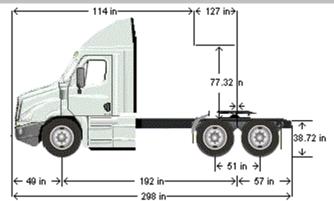
2 INCH ELECTRIC FUEL GAUGE

PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE

| Description |
|---|
| ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE |
| 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE |
| ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER |
| ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY |
| ELECTRIC ENGINE OIL PRESSURE GAUGE |
| AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939 |
| DASH MOUNTED RADIO |
| STANDARD SPEAKER SYSTEM |
| AM/FM/WB ANTENNA RH SIDE OF CAB |
| POWER AND GROUND STUDS ON TOP OF DASH |
| TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS |
| SINGLE LH CB ANTENNA |
| ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER |
| STANDARD VEHICLE SPEED SENSOR |
| ELECTRONIC 3000 RPM TACHOMETER |
| NO VEHICLE PERFORMANCE MONITOR |
| IGNITION SWITCH CONTROLLED ENGINE STOP |
| NO PRE TRIP SYSTEM TEST |
| STEERING WHEEL MOUNTED ELECTRIC HORN CONTROL |
| BW TRACTOR PROTECTION VALVE |
| TRAILER HAND CONTROL BRAKE VALVE |
| DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY |
| SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY |
| ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS |
| TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR |
| MANUAL TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT |
| |

| INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY Design PAINT: ONE SOLID COLOR Color CAB COLOR A: L0006EB WHITE ELITE BC CHASSIS PAINT: N0428EA GRAY ELITE SS CHASSIS SIDE FAIRINGS PAINTED SAME AS | |
|--|--|
| PAINT: ONE SOLID COLOR Color CAB COLOR A: L0006EB WHITE ELITE BC CHASSIS PAINT: N0428EA GRAY ELITE SS | |
| Color CAB COLOR A: L0006EB WHITE ELITE BC CHASSIS PAINT: N0428EA GRAY ELITE SS | |
| CAB COLOR A: L0006EB WHITE ELITE BC CHASSIS PAINT: N0428EA GRAY ELITE SS | |
| CHASSIS PAINT: N0428EA GRAY ELITE SS | |
| | |
| CHASSIS SIDE FAIRINGS PAINTED SAME AS | |
| LOWER CAB SECTION OR FENDER | |
| NO FUEL TANK CABINET PAINT | |
| SUNVISOR PAINTED SAME AS CAB COLOR A | |
| AERODYNAMIC ROOF DEVICE PAINTED SAME AS CAB COLOR A | |
| Certification / Compliance | |
| U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS | |
| | |





VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

| Wheelbase (545) Rear Frame Overhang (552) | |
|--|---|
| Fifth Wheel (578)FONTAIN | IE NO-SLACK II 6000 SERIES 6LWB 24 .0 INCH AIR SLIDE FIFTH WHEEL - 2 INCH SLIDE |
| Mounting Location (577) | FIFTH WHEEL 305MM (12.0 INCHES) AHEAD OF SUSPENSION CENTERLINE |
| Maximum Forward Position (in) | |
| Maximum Rearward Position (in) | -12 |
| Amount of Slide Travel (in) | |
| | 2 |
| Desired Slide Position (in) | |
| Cab Size (829) | |
| Sleeper (682) | |
| | NGLE HORIZONTAL MUFFLER WITH HORIZONTAL TAILPIPE EXHAUST, RH MOUNTED |

TABLE SUMMARY - DIMENSIONS

| Dimensions | Inches |
|--|--------|
| | |
| Bumper to Back of Cab (BBC) | 114.0 |
| Bumper to Centerline of Front Axle (BA) | 48.8 |
| Back of Cab to Centerline of Rear Axle(s) (CA) | 126.8 |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 126.8 |
| Back of Cab Protrusions (Exhaust/Intake) (CP) | 0.0 |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP) | 0.0 |
| Back of Cab Protrusions (CNG Tank) | 0.0 |
| Back of Cab Clearance (CL) | 0.0 |
| Back of Cab to End of Frame | 183.8 |
| Cab Height (CH) | 77.3 |
| Fifth Wheel to Centerline of Rear Axle(s) (FW) | 0.0 |
| Wheelbase (WB) | 192.0 |
| Frame Overhang (OH) | 57.0 |
| Overall Length (OAL) | 297.8 |
| Rear Axle Spacing | 51.0 |
| Unladen Frame Height at Centerline of Rear Axle | 38.7 |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

<u>Exhibit B</u>

CNG Fueling System Specifications

| | | a na minina na sa sa na sa S | |
|------------------------------|---|------------------------------|--|
| System / DGE: | 3T BTC / 120 | | |
| Fuel Type: | Compressed Natural Gas | | |
| Chassis Qty: | 5 | | |
| Quotation Det Part Number | Description | | |
| 26410000 | BTC, 120 DGE, 3 Tanks, Intergrated FMM LHS, Generic Config. | | |
| 24100000 | Install Kit, BTC | | |
| 24101036 | On-Site Install Service, BTC | | |

Proper fuel system installation requires a minimum 8 inches of clearance from vehicle heat sources (including, without limitation, the exhaust system) unless Agility engineering has approved otherwise. The minimum clearance to other vehicle components shall be 1 inch (measured from movement apex if applicable).

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| <u>Part Detail</u> | Configuration Detail | | |
|--|---|--|--|
| 24100000 - Install Kit, BTC | | | |
| Chassis Kit, Freightliner, BTC, Day Cab, with DAP | | | |
| Agility Supplied FMM - Street-Side (LHS/Driver's Side) | | | |
| No Fuel Required | | | |
| On Site Install | | | |
| In-Cab Fuel Gauge, Pacific Insight -002 | | | |
| 24101036 - On-Site Inst | all Service, BTC | | |
| 1 . | GE, 3 Tanks, Intergrated FMM LHS, Generic Config. | | |
| BTC Integrated FN | IM Electrical, Cascadia, 2R 0K 0AR | | |
| Mounting Bracket | Assembly, Contains 24600030 x 2 | | |
| 264 or 266 System without Bulkhead Plumbing for Side-Mount Systems | | | |
| BTC Lights, Contains 10400104 (Incandescent bulb) x 2 and 20318099 (wiring assembly) | | | |
| Grab Handles, Slid | le Bar | | |
| 5 | | | |

