

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

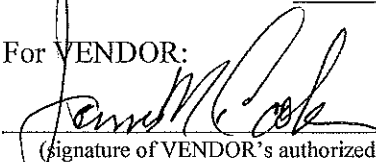
(City of Franklin Contract No. 2015-0302)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Neely Coble Co., Inc. of Nashville, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on July 30, 2015 Purchasing Office Solicitation No. 2016-008, a procurement solicitation for bids for a minimum of one (1) new and unused single-rear-axle dump truck, and (b) on August 14, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-008 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated August 14, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY awarded on September 22, 2015 to VENDOR the purchase of one (1) new and unused single-rear-axle dump truck pursuant to SOLICITATION and SUBMITTAL.
4. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Sales Representative

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2015-0302)

Attachment No. 1

SUBMITTAL

Bid submittal contents:

- a. City of Franklin Bid Submittal Form

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

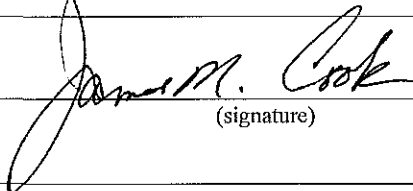
Purchasing Office Solicitation No.: 2016-008

| | |
|--|--|
| Vendor's name, street address, and mailing address: | Neely Coble Co., Inc. 319 Fessler's Lane P.O. Box 100347 Nashville, TN 37224 |
| Vendor's contact person's name (printed), title, telephone number and e-mail address: | Jim Cook Sales Representative 615-244-8900 jimc@neelycoble.com |
| Model year, make and model of cab and chassis as bid: | 2016 Freightliner M2-106 |
| Year of manufacture, make and model or product name of dump body as bid: | 2015 Rogers 100RM3N5 |
| Year of manufacture, make and model or product name of hoist for dump body as bid: | 2015 Parker Telescoping |
| Does the bidder take any exceptions to the City's procurement solicitation? | <input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions. |
| Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted? | <input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions. |
| Total quoted bid price per vehicle, supplied and delivered: | \$ 109,112.00 per unit. |
| Duration / mileage limits for the required manufacturer's warranties for cab and chassis included in the bid price: | |
| Total chassis (minimum 24 months / 250,000 miles) | 24 months / Unlimited miles |
| Engine (minimum 60 months / 100,000 miles) | 60 months / 100,000 miles |
| Drive train (minimum 60 months / 100,000 miles) | 60 months / 100,000 miles |
| Transmission (minimum 60 months / 100,000 miles) | 60 months / Unlimited miles |
| Cab perforation corrosion (minimum 60 months / unlimited mileage) | 60 months / Unlimited miles |
| Towing / roadside assistance (minimum 12 months / unlimited mileage) | 60 months / Unlimited miles |
| Duration limits for the required manufacturer's material and workmanship warranties for dump body and hoist included in the bid price: | |
| Major structural components (minimum 12 months) | 12 months |
| All other components (including hydraulic) (minimum 12 months) | 12 months |
| Hydraulic cylinders (minimum 12 months) | 12 months |

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-008

| | |
|--|---|
| Vendor's name: | Neely Coble Co., Inc. |
| Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder? | <input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____. |
| Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder? | <input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____. |
| Estimated time of delivery: | 150 _____ days after receipt of order. |
| Last date (no sooner than October 31, 2015) that bid and associated pricing is valid and may be accepted by the City: | October 31, 2015 |
| Last date (no sooner than October 31, 2015) that bid price on a per vehicle basis is valid for potential future orders: | October 31, 2015 |
| Method of payment: The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer? | <input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card. |
| Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> • Detailed vendor-supplied description of bid product(s) or item(s); • Detailed vendor-supplied description of the warranty(ies) included in the pricing; • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; and • City of Franklin Affidavit of Non-Collusion, executed in full; and • A complete digital copy of submitted bid documents per the Instructions for Bidders. | <input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses not to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive). |
| Acknowledge any and all issued addenda to this solicitation: | <input checked="" type="checkbox"/> Addendum No. <u>1</u> <input type="checkbox"/> Addenda Nos. _____ <input type="checkbox"/> No addenda. |
| Signature of bidder's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith. |  _____ (signature) |
| Title of bidder's authorized representative: | Sales Representative |
| Date of signature: | 08/14/2015 |

Bid submittal contents:

b. Detailed description of products bid (specification proposal and body)

Prepared for:
Brian Wilcox
City of Franklin
109 3rd Avenue South
Suite 107
Franklin, TN 37065-0305
Phone: 615-550-6614

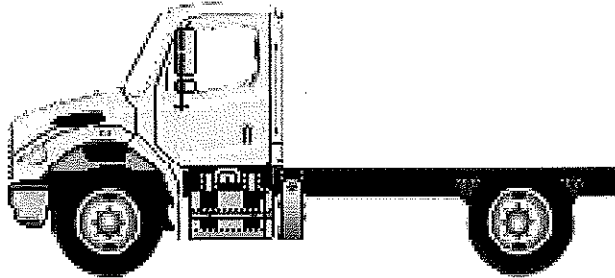
Prepared by:
JIM COOK
NEELY COBLE COMPANY, INC.
319 FESSLERS LANE
NASHVILLE, TN 37210
Phone: 615-244-8900

A proposal for
City of Franklin

Prepared by
NEELY COBLE COMPANY, INC.
JIM COOK

Aug 11, 2015

Freightliner M2 106



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



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S P E C I F I C A T I O N P R O P O S A L

| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|---|-----------------|----------------|
| Price Level | | | |
| PRL-10M | M2 PRL-10M (EFF:02/11/15) | | |
| Data Version | | | |
| DRL-024 | SPECPRO21 DATA RELEASE VER 024 | | |
| Vehicle Configuration | | | |
| 001-172 | M2 106 CONVENTIONAL CHASSIS | 5,759 | 3,503 |
| 004-216 | 2016 MODEL YEAR SPECIFIED | | |
| 002-004 | SET BACK AXLE - TRUCK | | |
| 019-001 | TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK | 10 | 10 |
| 003-001 | LH PRIMARY STEERING LOCATION | | |
| General Service | | | |
| AA1-003 | TRUCK/TRAILER CONFIGURATION | | |
| AA6-002 | DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES) | | |
| A85-010 | UTILITY/REPAIR/MAINTENANCE SERVICE | | |
| A84-1GM | GOVERNMENT BUSINESS SEGMENT | | |
| AA4-010 | DIRT/SAND/ROCK COMMODITY | | |
| AA5-002 | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS | | |
| AB1-008 | MAXIMUM 8% EXPECTED GRADE | | |
| AB5-001 | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE | | |
| 995-091 | MEDIUM TRUCK WARRANTY | | |
| A66-99D | EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs | | |
| A68-99D | EXPECTED REAR DRIVE AXLE(S) LOAD : 24000.0 lbs | | |
| A63-99D | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 38000.0 lbs | | |
| A70-99D | EXPECTED GROSS COMBINATION WEIGHT : 60000.0 lbs | | |



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| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|--|--------------|-------------|
| Truck Service | | | |
| AA3-004 | END DUMP BODY | | |
| AF4-99D | EXPECTED EMPTY BODY WEIGHT : 3700.0 lbs | | |
| A88-99D | EXPECTED TRUCK BODY LENGTH : 10.0 ft | | |
| AE2-99D | EXPECTED TRUCK BODY WIDTH : 96.0 in | | |
| AF6-99D | EXP EMPTY BODY CG LOC FROM BODY FRT(A89) : 4.0 ft | | |
| A89-99D | BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in | | |
| RTK-1AA | APPROVAL TO SHARE SPEC WITH TEM | | |
| AF7-99D | EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in | | |
| Tractor Service | | | |
| AA2-005 | FLATBED TRAILER | | |
| AH6-001 | SINGLE (1) TRAILER | | |
| Engine | | | |
| 101-2XE | CUM ISL 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM | 640 | 30 |
| Electronic Parameters | | | |
| 79A-075 | 75 MPH ROAD SPEED LIMIT | | |
| 79B-000 | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT | | |
| 79K-007 | PTO MODE ENGINE RPM LIMIT - 1100 RPM | | |
| 79P-002 | PTO RPM WITH CRUISE SET SWITCH - 700 RPM | | |
| 79Q-003 | PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM | | |
| 79S-001 | PTO MODE CANCEL VEHICLE SPEED - 5 MPH | | |
| 79U-007 | PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND | | |
| 80G-002 | PTO MINIMUM RPM - 700 | | |
| 80J-002 | REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | |
| Engine Equipment | | | |
| 99C-015 | 2015 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14 | | |
| 99D-010 | NO 2008 CARB EMISSION CERTIFICATION | | |
| 13E-001 | STANDARD OIL PAN | | |
| 105-001 | ENGINE MOUNTED OIL CHECK AND FILL | | |
| 133-004 | ONE PIECE VALVE COVER | | |
| 014-099 | SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER | | |



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| Data Code | Description | Weight Front | Weight Rear |
|-----------|---|--------------|-------------|
| 124-1D7 | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE | | |
| 292-1D8 | (2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES, NON FCCC ONLY | | |
| 290-017 | BATTERY BOX FRAME MOUNTED | | |
| 281-001 | STANDARD BATTERY JUMPERS | | |
| 282-001 | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB | | |
| 291-017 | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | |
| 289-001 | NON-POLISHED BATTERY BOX COVER | | |
| 293-058 | POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT | 8 | |
| 107-032 | CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE | | |
| 108-002 | STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR | | |
| 131-013 | AIR COMPRESSOR DISCHARGE LINE | | |
| 152-041 | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM | | |
| 128-076 | CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH | 20 | |
| 016-1C3 | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE | | |
| 28F-002 | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH | | |
| 239-001 | STANDARD EXHAUST SYSTEM LENGTH | | |
| 237-052 | RH STANDARD HORIZONTAL TAILPIPE | | |
| 23U-001 | 6 GALLON DIESEL EXHAUST FLUID TANK | | |
| 30N-003 | 100 PERCENT DIESEL EXHAUST FLUID FILL | | |
| 43X-002 | LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | |
| 23Y-001 | STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING | | |
| 43Y-001 | STANDARD DIESEL EXHAUST FLUID TANK CAP | | |
| 273-018 | HORTON DRIVEMASTER ON/OFF FAN DRIVE | | |
| 276-001 | AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED | | |



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|-----------|--|--------------|-------------|
| 110-003 | CUMMINS SPIN ON FUEL FILTER | | |
| 118-008 | COMBINATION FULL FLOW/BYPASS OIL FILTER | | |
| 266-013 | 1100 SQUARE INCH ALUMINUM RADIATOR | 20 | |
| 103-036 | ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT | | |
| 171-007 | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT | | |
| 172-001 | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES | | |
| 270-016 | RADIATOR DRAIN VALVE | | |
| 168-002 | LOWER RADIATOR GUARD | | |
| 138-011 | PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER | 4 | |
| 140-053 | BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR | | |
| 134-001 | ALUMINUM FLYWHEEL HOUSING | | |
| 132-004 | ELECTRIC GRID AIR INTAKE WARMER | | |
| 155-058 | DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH | | |

Transmission

| | | | |
|---------|--|-----|----|
| 342-584 | ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 200 | 60 |
|---------|--|-----|----|

Transmission Equipment

| | | | |
|---------|---|--|--|
| 343-339 | ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV | | |
| 84B-012 | ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES | | |
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| 84N-998 | NO TCU-ENGINE LOAD REDUCTION FUNC | | |
| 85E-998 | MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 2600 RPM - ALLISON 5TH GEN TRANSMISSIONS | | |
| 85F-998 | TCU-MAX PTO ENGINE SPEED OPERATION NOT CONFIGURED | | |
| 85G-998 | TCU-MAX PTO O/P SPD ENG NOT CONFIGURE | | |



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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 85H-998 | TCU-MAXIMUM PTO OUTPUT SPEED OPERATION NOT CONFIGURED | | |
| 353-023 | VEHICLE INTERFACE WIRING CONNECTOR WITH OUT BLUNT CUTS, AT END OF FRAME | | |
| 34C-001 | ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED | | |
| 362-035 | CUSTOMER INSTALLED CHELSEA 277 SERIES PTO | | |
| 363-001 | PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION | | |
| 341-018 | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN | | |
| 345-003 | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED | | |
| 97G-004 | TRANSMISSION PROGNOSTICS - ENABLED 2013 | | |
| 370-015 | WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK | | |
| 346-003 | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK | | |
| 35T-001 | SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT) | | |

Front Axle and Equipment

| | | | |
|---------|--|----|--|
| 400-1A8 | DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE | | |
| 402-050 | MERITOR 16.5X5 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING | | |
| 419-023 | CONMET CAST IRON FRONT BRAKE DRUMS | | |
| 427-001 | FRONT BRAKE DUST SHIELDS | 5 | |
| 409-021 | SKF SCOTSEAL PLUS XL FRONT OIL SEALS | | |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL | | |
| 416-022 | STANDARD SPINDLE NUTS FOR ALL AXLES | | |
| 405-002 | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS | | |
| 536-012 | TRW TAS-85 POWER STEERING | 40 | |
| 539-003 | POWER STEERING PUMP | | |
| 534-015 | 2 QUART SEE THROUGH POWER STEERING RESERVOIR | | |
| 40T-002 | SYNTHETIC 75W-90 FRONT AXLE LUBE | | |

Front Suspension



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| Data Code | Description | Weight Front | Weight Rear |
|--------------------------------|---|--------------|-------------|
| 620-010 | 14,600# TAPERLEAF FRONT SUSPENSION | 170 | |
| 619-005 | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION | | |
| 410-001 | FRONT SHOCK ABSORBERS | | |
| Rear Axle and Equipment | | | |
| 420-022 | RS-26-185 26,000# T-SERIES SINGLE REAR AXLE | | 255 |
| 421-538 | 5.38 REAR AXLE RATIO | | |
| 424-001 | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING | | |
| 386-076 | MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES | -20 | -20 |
| 452-001 | DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE | | 20 |
| 878-018 | (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE | | |
| 87B-004 | BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH | | |
| 423-010 | MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES | | 20 |
| 433-002 | NON-ASBESTOS REAR BRAKE LINING | | |
| 434-011 | BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) | | |
| 451-030 | WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS | | 80 |
| 425-002 | REAR BRAKE DUST SHIELDS | | |
| 440-021 | SKF SCOTSEAL PLUS XL REAR OIL SEALS | | |
| 426-074 | HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS | | |
| 428-003 | HALDEX AUTOMATIC REAR SLACK ADJUSTERS | | |
| 41T-002 | SYNTHETIC 75W-90 REAR AXLE LUBE | | |
| Rear Suspension | | | |
| 622-1DC | 26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD | | 170 |
| 621-001 | SPRING SUSPENSION - NO AXLE SPACERS | | |
| 431-001 | STANDARD AXLE SEATS IN AXLE CLAMP GROUP | | |
| 623-005 | FORE/AFT CONTROL RODS | | |
| Brake System | | | |
| 018-002 | AIR BRAKE PACKAGE | | |



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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 490-100 | WABCO 4S/4M ABS WITHOUT TRACTION CONTROL | | |
| 871-001 | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES | | |
| 904-001 | FIBER BRAID PARKING BRAKE HOSE | | |
| 412-001 | STANDARD BRAKE SYSTEM VALVES | | |
| 46D-002 | STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM | | |
| 413-002 | STD U.S. FRONT BRAKE VALVE | | |
| 432-003 | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE | | |
| 480-083 | WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER | | |
| 479-012 | AIR DRYER MOUNTED UNDER HOOD | | |
| 460-001 | STEEL AIR BRAKE RESERVOIRS | | |
| 607-001 | CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD | | |
| 477-001 | PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS | | |

Trailer Connections

| | | | |
|---------|---|--|--|
| 914-001 | AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS | | |
| 296-026 | PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE | | |
| 297-001 | SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME | | |
| 335-004 | UPGRADED CHASSIS MULTIPLEXING UNIT | | |
| 32A-002 | UPGRADED BULKHEAD MULTIPLEXING UNIT | | |
| 331-001 | SUPPLEMENTAL J560 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE | | |

Wheelbase & Frame

| | | | |
|---------|--|------|-----|
| 545-380 | 3800MM (150 INCH) WHEELBASE | | |
| 546-101 | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI | -190 | 160 |
| 552-028 | 1525MM (60 INCH) REAR FRAME OVERHANG | | |
| 55W-005 | FRAME OVERHANG RANGE: 51 INCH TO 60 INCH | 10 | -40 |
| AC8-99D | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 84.45 in | | |



Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLERS LANE
 NASHVILLE, TN 37210
 Phone: 615-244-8900

| Data Code | Description | Weight Front | Weight Rear |
|--------------------------|---|--------------|-------------|
| AE8-99D | CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 81.45 in | | |
| AE4-99D | CALC'D FRAME LENGTH - OVERALL : 239.39 | | |
| AM6-99D | CALC'D SPACE AVAILABLE FOR DECKPLATE : 84.45 in | | |
| FSS-0LH | CALCULATED FRAME SPACE LH SIDE : 119.75 in | | |
| FSS-0RH | CALCULATED FRAME SPACE RH SIDE : 88.06 in | | |
| 553-001 | SQUARE END OF FRAME | | |
| 550-001 | FRONT CLOSING CROSSMEMBER | | |
| 559-001 | STANDARD WEIGHT ENGINE CROSSMEMBER | | |
| 562-001 | STANDARD MIDSHIP #1 CROSSMEMBER(S) | | |
| 572-001 | STANDARD REARMOST CROSSMEMBER | | |
| 565-001 | STANDARD SUSPENSION CROSSMEMBER | | |
| Chassis Equipment | | | |
| 556-1CU | THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS, SPACED 3 INCHES FORWARD | 40 | |
| 558-001 | FRONT TOW HOOKS - FRAME MOUNTED | 15 | |
| 574-001 | BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | |
| 586-024 | FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS | | |
| 551-007 | GRADE 8 THREADED HEX HEADED FRAME FASTENERS | | |
| Fuel Tanks | | | |
| 204-215 | 50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH | 20 | |
| 218-005 | RECTANGULAR FUEL TANK(S) | | |
| 215-005 | PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS | | |
| 212-007 | FUEL TANK(S) FORWARD | | |
| 664-001 | PLAIN STEP FINISH | | |
| 205-001 | FUEL TANK CAP(S) | | |
| 122-084 | ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP | | |
| 216-020 | EQUIFLO INBOARD FUEL SYSTEM | | |
| 202-016 | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE | | |
| Tires | | | |



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| Data Code | Description | Weight Front | Weight Rear |
|---------------------|--|--------------|-------------|
| 093-994 | MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES | 50 | |
| 094-0RB | MICHELIN XZY-3 11R22.5 16 PLY RADIAL REAR TIRES | | 88 |
| Hubs | | | |
| 418-056 | CONMET PRESET PLUS IRON FRONT HUBS | | |
| 450-056 | CONMET PRESET PLUS IRON REAR HUBS | | |
| Wheels | | | |
| 502-1EF | ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS | -50 | |
| 505-1EF | ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS | | -100 |
| 524-020 | UNPOLISHED FRONT WHEELS WITH DURA-BRIGHT FINISH | | |
| 525-021 | UNPOLISHED REAR WHEELS WITH ALL DURA-BRIGHT FINISH | | |
| 496-011 | FRONT WHEEL MOUNTING NUTS | | |
| 497-011 | REAR WHEEL MOUNTING NUTS | | |
| Cab Exterior | | | |
| 829-071 | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB | | |
| 650-008 | AIR CAB MOUNTS | | |
| 648-002 | NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE | | |
| 678-001 | LH AND RH GRAB HANDLES | | |
| 646-009 | PAINTED PLASTIC GRILLE | | |
| 65X-001 | ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE | | |
| 644-004 | FIBERGLASS HOOD | | |
| 727-1AM | DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED | 8 | |
| 726-001 | SINGLE ELECTRIC HORN | | |
| 728-002 | DUAL HORN SHIELDS | | |
| 657-001 | DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME | | |
| 575-001 | REAR LICENSE PLATE MOUNT END OF FRAME | | |
| 312-043 | INTEGRAL HEADLIGHT/MARKER ASSEMBLY | | |
| 302-047 | LED AERODYNAMIC MARKER LIGHTS | | |
| 294-042 | FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS | | 5 |



Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLERS LANE
 NASHVILLE, TN 37210
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| Data Code | Description | Weight Front | Weight Rear |
|---------------------|---|--------------|-------------|
| 300-015 | STANDARD FRONT TURN SIGNAL LAMPS | | |
| 744-1BC | DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE | | |
| 797-001 | DOOR MOUNTED MIRRORS | | |
| 796-001 | 102 INCH EQUIPMENT WIDTH | | |
| 743-204 | LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS | | |
| 74A-001 | RH DOWN VIEW MIRROR | | |
| 729-001 | STANDARD SIDE/REAR REFLECTORS | | |
| 768-043 | 63X14 INCH TINTED REAR WINDOW | | |
| 661-003 | TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS | | |
| 654-003 | MANUAL DOOR WINDOW REGULATORS | | |
| 663-013 | TINTED WINDSHIELD | | |
| 659-019 | 2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED | | |
| Cab Interior | | | |
| 707-1AK | OPAL GRAY VINYL INTERIOR | | |
| 706-026 | MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR | | |
| 708-026 | MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR | | |
| 772-006 | BLACK MATS WITH SINGLE INSULATION | | |
| 691-008 | FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING | | |
| 694-010 | IN DASH STORAGE BIN | | |
| 742-007 | (2) CUP HOLDERS LH AND RH DASH | | |
| 680-006 | GRAY/CHARCOAL FLAT DASH | | |
| 860-004 | SMART SWITCH EXPANSION MODULE | | |
| 720-003 | 5 LB. FIRE EXTINGUISHER | 10 | |
| 700-002 | HEATER, DEFROSTER AND AIR CONDITIONER | | |
| 701-001 | STANDARD HVAC DUCTING | | |
| 703-005 | MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH | | |
| 170-015 | STANDARD HEATER PLUMBING | | |
| 130-033 | DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR | | |



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 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
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 NEELY COBLE COMPANY, INC.
 319 FESSLERS LANE
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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 702-002 | BINARY CONTROL, R-134A | | |
| 739-033 | STANDARD INSULATION | | |
| 285-013 | SOLID-STATE CIRCUIT PROTECTION AND FUSES | | |
| 280-007 | 12V NEGATIVE GROUND ELECTRICAL SYSTEM | | |
| 324-014 | DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS | | |
| 655-001 | CAB DOOR LATCHES WITH MANUAL DOOR LOCKS | | |
| 284-023 | (1) 12 VOLT POWER SUPPLY IN DASH | | |
| 756-1D9 | PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER | 70 | |
| 760-235 | 2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT | 20 | |
| 711-004 | LH AND RH INTEGRAL DOOR PANEL ARMRESTS | | |
| 758-036 | VINYL WITH VINYL INSERT DRIVER SEAT | | |
| 761-036 | VINYL WITH VINYL INSERT PASSENGER SEAT | | |
| 763-006 | 3 POINT DRIVER AND PASSENGER AND 2 POINT CENTER FRONT SEAT BELT RETRACTORS | | |
| 532-002 | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | 10 | |
| 540-015 | 4-SPOKE 18 INCH (450MM) STEERING WHEEL | | |
| 765-002 | DRIVER AND PASSENGER INTERIOR SUN VISORS | | |

Instruments & Controls

| | | | |
|---------|--|--|---|
| 732-004 | GRAY DRIVER INSTRUMENT PANEL | | |
| 734-004 | GRAY CENTER INSTRUMENT PANEL | | |
| 870-001 | BLACK GAUGE BEZELS | | |
| 486-001 | LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM | | |
| 840-002 | 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES | | |
| 198-025 | INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS | | |
| 721-003 | PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM | | 3 |
| 149-013 | ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL | | |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY | | |



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 Brian Wilcox
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 NEELY COBLE COMPANY, INC.
 319 FESSLERS LANE
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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 811-042 | ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED | | |
| 160-025 | DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH | | |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE | | |
| 148-003 | PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE | | |
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE | | |
| 864-001 | 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE | | |
| 830-017 | ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY | | |
| 372-035 | (1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP | 5 | |
| 736-998 | NO OBSTACLE DETECTION SYSTEM | | |
| 73B-998 | NO LANE DEPARTURE WARNING SYSTEM | | |
| 852-002 | ELECTRIC ENGINE OIL PRESSURE GAUGE | | |
| 746-1A9 | AM/FM RADIO WITH FRONT AND REAR AUXILIARY INPUTS AND J1939 | 10 | |
| 747-001 | DASH MOUNTED RADIO | | |
| 750-002 | (2) RADIO SPEAKERS IN CAB | | |
| 753-001 | AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF | 2 | |
| 810-027 | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER | | |
| 817-001 | STANDARD VEHICLE SPEED SENSOR | | |
| 812-001 | ELECTRONIC 3000 RPM TACHOMETER | | |
| 162-011 | IDLE LIMITER, ELECTRONIC ENGINE | | |
| * 482-001 | BW TRACTOR PROTECTION VALVE | | |
| 883-001 | TRAILER HAND CONTROL BRAKE VALVE | | |
| 836-015 | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY | | |
| 660-008 | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY | | |
| 304-039 | MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS | | |
| 882-004 | TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR | | |



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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 299-013 | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE | | |
| 298-039 | INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS | | |

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
 963-998 NO UNDERCOAT

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary

| | Weight Front | Weight Rear | Total Weight |
|-----------------------------|--------------|-------------|--------------|
| Factory Weight [†] | 6886 lbs | 4244 lbs | 11130 lbs |
| Total Weight [†] | 6886 lbs | 4244 lbs | 11130 lbs |

Extended Warranty

WAI-34P EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY DC1, 5 YEARS/100,000 MILES/160 000 KM
 WAX-1AR EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY AFTERTREATMENT AT3, 5 YEARS/100,000 MILES/160 000 KM
 WAK-1CU ALLISON 3000 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES



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City of Franklin
109 3rd Avenue South
Suite 107
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NEELY COBLE COMPANY, INC.
319 FESSLERS LANE
NASHVILLE, TN 37210
Phone: 615-244-8900

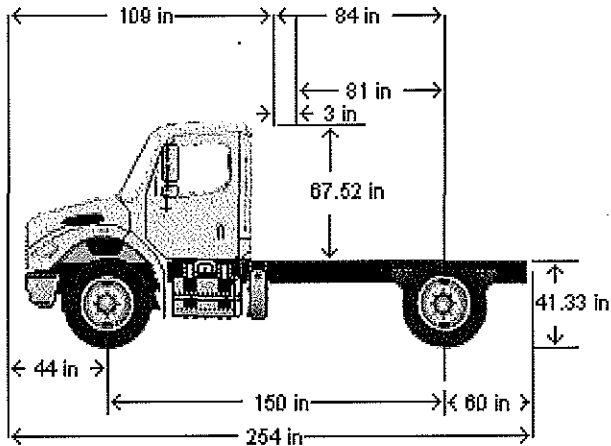
WAL-036 EXTENDED STEER AND SINGLE DRIVE AXLE 5 YEARS/100,000
MILES/160 000 KM
WAG-052 TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1
YEAR/UNLIMITED MILES/KM, \$550 CAP

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

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 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
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 NEELY COBLE COMPANY, INC.
 319 FESSLERS LANE
 NASHVILLE, TN 37210
 Phone: 615-244-8900

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

| | |
|--------------------------------------|--|
| Model..... | M2106 |
| Wheelbase (545) | 3800MM (150 INCH) WHEELBASE |
| Rear Frame Overhang (552)..... | 1525MM (60 INCH) REAR FRAME OVERHANG |
| Fifth Wheel (578) | NO FIFTH WHEEL |
| Mounting Location (577)..... | NO FIFTH WHEEL LOCATION |
| Maximum Forward Position (in)..... | 0 |
| Maximum Rearward Position (in) | 0 |
| Amount of Slide Travel (in)..... | 0 |
| Slide Increment (in)..... | 0 |
| Desired Slide Position (in)..... | 0.0 |
| Cab Size (829)..... | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| Sleeper (682) | NO SLEEPER BOX/SLEEPERCAB |
| Exhaust System (016)..... | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE |

TABLE SUMMARY - DIMENSIONS



Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
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 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
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| Dimensions | Inches |
|--|--------|
| Bumper to Back of Cab (BBC) | 109.3 |
| Bumper to Centerline of Front Axle (BA) | 43.7 |
| Min. Cab to Body Clearance (CB) | 3.0 |
| Back of Cab to Centerline of Rear Axle(s) (CA) | 84.4 |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 81.4 |
| 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) | 3.0 |
| Back of Cab to End of Frame | 144.4 |
| Cab Height (CH) | 67.5 |
| Wheelbase (WB) | 150.0 |
| Frame Overhang (OH) | 60.0 |
| Overall Length (OAL) | 253.7 |
| Rear Axle Spacing | 0.0 |
| Unladen Frame Height at Centerline of Rear Axle | 41.3 |

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



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 NEELY COBLE COMPANY, INC.
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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

| | |
|---|--|
| Model..... | M2106 |
| Cab Size (829)..... | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| Expected Front Axle(s) Load (lbs)..... | 14000.0 |
| Expected Pusher Axle(s) Load (lbs)..... | 0.0 |
| Expected Rear Axle(s) Load (lbs)..... | 24000.0 |
| Expected Tag Axle(s) Load (lbs)..... | 0.0 |
| Expected GVW (lbs)..... | 38000 |
| Expected GCW (lbs)..... | 60000.0 |
| Front Axle (400)..... | DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE |
| Front Suspension (620)..... | 14,600# TAPERLEAF FRONT SUSPENSION |
| Front Hubs (418)..... | CONMET PRESET PLUS IRON FRONT HUBS |
| Front Disc Wheels (502)..... | ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS |
| Front Tires (093)..... | MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES |
| Front Brakes (402)..... | MERITOR 16.5X5 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES |
| Steering Gear (536)..... | TRW TAS-85 POWER STEERING |
| Rear Axle (420)..... | RS-26-185 26,000# T-SERIES SINGLE REAR AXLE |
| Rear Suspension (622)..... | 26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD |
| Rear Hubs (450)..... | CONMET PRESET PLUS IRON REAR HUBS |
| Rear Disc Wheels (505)..... | ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS |
| Rear Tires (094)..... | MICHELIN XZY-3 11R22.5 16 PLY RADIAL REAR TIRES |
| Rear Brakes (423)..... | MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES |
| Pusher / Tag Axle (443)..... | NO PUSHER OR TAG AXLE |
| Pusher / Tag Suspension (626)..... | NO PUSHER OR TAG SUSPENSION |
| Pusher / Tag Hubs (449)..... | NO PUSHER OR TAG HUBS |
| Pusher/Tag Disc Wheels (509)..... | NO PUSHER/TAG DISC WHEELS |
| Pusher / Tag Tires (095)..... | NO PUSHER/TAG TIRES |
| Pusher / Tag Brakes (456)..... | NO PUSHER/TAG BRAKES |

TABLE SUMMARY - GVWR



Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLERS LANE
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| | Front | Rear |
|--------------------------------------|-------|-------|
| Axle Component Weight Ratings | | |
| Axles | 14700 | 26000 |
| Suspension | 14600 | 26000 |
| Hubs | 14700 | 26000 |
| Brakes | 14700 | 26000 |
| Wheels | 14800 | 29600 |
| Tires | 14780 | 24020 |
| Power Steering | 18000 | N/A |
| GAWR (per axle) | 14600 | 24020 |
| GAWR (per axle system) | 14600 | 24020 |
| Expected Load (per axle system) | 14000 | 24000 |
| Vehicle GVWR Summary | | |
| Calculated GVWR | 38620 | |
| Expected GVWR | 38000 | |
| All weights displayed in pounds | | |

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



(615) 244-9720

QUOTE SHEET

FAX (615) 244-9719

ROGERS MANUFACTURING CO., INC.

110 Transit Avenue
Nashville, Tennessee 37210

P.O.Box 100187
Nashville, Tennessee 37224

Customer #: 490400 Quote Good for 60 Days Quote #: 004437

Name: NEELY COBLE COMPANY

Quote Date: 8/03/15

Address: P. O. BOX 100347

Quoted To: JIM COOK

NASHVILLE TN 37224

Quantity: 1

Phone #: 615/244-8900

Fax #:

Invoice No.:

Order Date:

P.O.#:

Owner: CITY OF FRANKLIN

Body Model#: 100RM3M5

Truck: M2-106

I.D.#:

Body Length: 10'0"

Truck Cab to Axle: 84"

Height Side: 40"

Width Inside: 7'4"

Outside: 8'0"

Height T/G: 46"

Color: BLACK

Cylinder: FRONT TELESCOPIC

Cabshield: 20"-4 LED STROBES FRONT OF C/S

Asphalt Lip: 8"

Cab Controls: HOT SHIFT PTO; CABLE FOR PUMP

Tarp: ELECTRIC; CURVED ARMS;

Tailgate: AIR LATCH; DOUBLE ACTING WITH CHAINS; PINS INSIDE; 10 GAGE;

7 GAGE FLOOR; 10 GAGE SIDES AND FRONT; ALL SHEET STEEL HI TENSILE;
30 GALLON FRAME MOUNT HYDRAULIC OIL TANK WITH SIGHT GAGE AND RETURN FILTER
PH15 PINTLE HITCH; ELECTRIC BRAKE CONTROLLER; EZ STEP RH SIDE OF BODY;
LED MARKER LIGHTS TO MEET FMVSS #108; 6" LED STOP AND TURN ON REAR POST;
1 STROBE WARNING LIGHT ON EACH SIDE OF REAR POST FACING AFT;
1-8" WOOD BOARD PAINTED BLACK TOP OF EACH SIDE;
7 GAGE LEAF TOPPER 32" WITH FULL TAILGATE WITH RUBBER ENTRY TUBE AND
EXPANDED METAL ON TOP 4' WIDE;
AIR HORNS ON CAB; CAB HEIGHT 67.5"
WESTERN HEAVY PLOW MOUNT; REFER TO BODY #45101;
AUTOMATIC TRANSMISSION;
RUN HYDRAULIC LINES TO REAR TO OPERATE REAR SALT SPREADER WITH CONTROLS IN
CAB; HOOK UP TRUCK DEALER SUPPLIED TRACTOR TOWING PACKAGE AIR LINES AND
ELECTRICAL SOCKET ON HITCH;

FOB NASHVILLE, TN.

Price Each

Net Before Taxes

Fed. Excise Tax

Total

Expected Completion Date:

TN Sales Tax

Terms:

Total

Bid submittal contents:

- c. Description of Standard and extended warranties included in pricing

**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER MEDIUM TRUCK**

Freightliner Medium Truck



| Coverage ^a | | |
|---|-------------------|-----------------------|
| Description | Time ^b | Distance ^b |
| Basic Vehicle | 2 Years | Unlimited |
| Battery | 1 Year | 100,000 mi/161 000 km |
| Brightwork | 6 Months | Unlimited |
| Cab Corrosion/Perforation | 5 Years | Unlimited |
| Cab Structure | 5 Years | Unlimited |
| Corrosion | 6 Months | Unlimited |
| Crossmembers | 5 Years | Unlimited |
| Diesel Emission 2010 ^c | 5 Years | 100,000 mi/161 000 km |
| Frame Rails | 5 Years | Unlimited |
| GHG14 ^d (Light Heavy Duty Trucks) | 5 Years | 50,000 mi/80 500 km |
| GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks) | 5 Years | 100,000 mi/161 000 km |
| GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors) | 5 Years | 100,000 mi/161 000 km |
| GHG14 ^d Tire | 2 Years | 24,000 mi/38 400 km |
| Hybrid Transmission - Eaton ^e | 3 Years | 150,000 mi/240 000 km |
| Paint | 1 Year | 100,000 mi/161 000 km |
| Paint, Chassis | 6 Months | Unlimited |
| Front Axle ^f | 2 Years | Unlimited |
| Rear Axle | 2 Years | Unlimited |
| Transfer Case | 2 Years | Unlimited |
| Transmission ^e | 2 Years | Unlimited |
| Detroit Front Axle ^f (File Direct) | | |

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein.

NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE DESCRIPTIONS & WARRANTY COVERAGE TABLES

FREIGHTLINER MEDIUM TRUCK

| Coverage ^a | | |
|---|-------------------|-------------------------|
| Description | Time ^b | Distance ^b |
| Post-Model Year 2011 ^g | 2 Years | Unlimited |
| Post-Model Year 2011 ^h | 4 Years | Unlimited |
| Detroit Rear Axle (File Direct) | | |
| Post-Model Year 2011 ^g | 2 Years | Unlimited |
| Post-Model Year 2011 ^h | 4 Years | Unlimited |
| Detroit DT-12 Transmission ^{e,i} | 5 Years | 750,000 mi/1,200,000 km |

- a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's Coverage Info/Check Coverage screen.
- b. Time or distance, whichever comes first
- c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.
- d. Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's Coverage Info/Check Coverage screen for coverage listed as "GHG14..."
- e. Customers will have only one (1) type of transmission coverage, depending on how the vehicle is spec'd.
- f. Front axle coverage is also applicable to gliders.
- g. Medium Duty - General Service; Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
- h. Medium Duty - General Service Plus; Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
- i. Detroit Transmission; Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein.

Cummins Protection Plan I For 2013 Products

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins", "Cummins ReCon®" or "Cummins Westport". This Plan covers failures of the following Engine components which result, under normal use and service, from defects in Cummins material or factory workmanship (Covered Failure):

| | | |
|-------------------------------------|---|------------------------------|
| Brake Assembly | Exhaust Valve Seat | Valve Tappet |
| Housing | Intake Valve | Adjusting Screw and Nut |
| Bushing | Intake Valve Seat | Throttle Plate Actuator |
| Rocker Lever | Front Gear Cover Assembly | Oil Cooler Assembly |
| Roller Pin | Gear Housing | Oil Cooler Core and Gasket |
| Roller | Gear Cover and Housing Gasket | Oil Cooler Housing |
| Piston | Gear Train Gears | Oil Filter Base and Gasket |
| Crosshead | Crankshaft Gear | Oil Pan |
| Crosshead Pin | Camshaft Gear | Oil Pump Assembly |
| Camshaft Assembly | Camshaft Idler Gear | Cylinder Kit |
| Camshaft Bushing | Accessory Drive Gear | Piston |
| Crankshaft Assembly | Air Compressor Idler Gear | Piston Ring |
| Crankshaft Bearing | Fuel Pump Drive Gear | Wrist Pin and Retaining Clip |
| Cylinder Block Assembly | Lube Pump Drive Gear | Liners and Liner Packing |
| Main Bearing Cap Bolt | Lube Pump Idler Gear | Piston Cooling Nozzle |
| Cylinder Head Assembly | Main Idler Gear | Connecting Rod Assembly |
| Cylinder Head Capscrews | Water Pump Drive Gear | Rod |
| Cylinder Head Gasket | Intake Manifold Castings | Rod bearing |
| Valve Cover and Gasket | Aftercooler Housing | Rod Cap |
| Valve Collet | Aftercooler Cover | Rod Bolt and Nut |
| Valve Crosshead | Rocker Assembly | Cam Followers |
| Valve Guide | Rocker Lever | ECM |
| Valve Guide Seal | Rocker Shaft | EGR Cooler, Valve, Mixer |
| Valve Rotator | Socket | Turbocharger |
| Valve Spring | Valve Push Rod | Water Pump |
| Valve Spring Retainer | Fuel Pump | Injectors |
| Exhaust Valve | Coolant Temperature Sensor | Air Compressor |
| Intake Manifold Pressure | EGR Temperature Sensor | Engine Position Sensor |
| Oil Pressure/Temperature Sensor | Water-In-Fuel Sensor | Turbocharger Speed Sensor |
| Exhaust Pressure Sensor | Intake Manifold Temperature Sensor | Fuel Pressure Sensor |
| EGR Differential Pressure Sensor | Intake Manifold Pressure/ Temperature Sensor | Fuel Temperature Sensor |
| Ambient Air Pressure Sensor | | Camshaft Positions Sensor |
| Crankcase Breather Sensor | | |
| Low Fuel Pressure Regulator | | |

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

| | |
|----------------------------|---------------------------|
| EPA 2007/2010/2013 | max. 15 parts per million |
| EPA Tier 4 Interim / Final | max. 15 parts per million |
| EU Stage IIIB 2011 | max. 15 parts per million |
| Euro 4/5 | max. 50 parts per million |
| Euro 6 | max. 10 parts per million |

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, diesel exhaust fluid, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Plan does not apply to accessories supplied by Cummins which bear the name of another company. Such non-Warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and exhaust brakes.

Cummins branded alternators and starters are not covered by this Plan.

Aftertreatment component failures are not covered by this Plan.

Failures resulting in excessive oil consumption are not covered by this Plan.

Low Fuel Pressure Regulator covered component applies to the ISL G and ISX12 G Engines only.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder. This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

This Plan does not duplicate other Coverages applicable to the Engine.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins assurance Plan Certificate. The Certificate must be signed and dated by the customer.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTIES, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

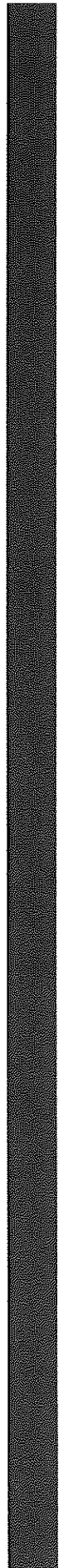
* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: DC1

Coverage I.D.: GT1



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.



Cummins Aftertreatment Assembly For 2013 Products

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins diesel Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins". This Plan covers failures of the Aftertreatment Assembly which result, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure):

| | |
|---|--|
| NOx Sensor Probe | NOx Sensor Module |
| NH3 Sensor Probe | NH3 Sensor Module |
| DPF Temperature Sensor (Module & Probe) | SCR Temperature Sensor (Module & Probe) |
| Aftertreatment Temperature Sensor Connector | Aftertreatment Diesel Exhaust Fluid Dosing Unit |
| Decomposition Tube | Aftertreatment Selective Catalyst Reduction (SCR) Catalyst |
| Aftertreatment Diesel Exhaust Fluid Dosing Valve | Aftertreatment Differential Pressure Sensor Body Mounting Hardware |
| Aftertreatment Fuel Pressure Sensor Body | Aftertreatment Fuel Pressure Sensor O-Ring |
| Aftertreatment Wiring Pigtail | Ammonia Sensor |
| Aftertreatment Differential Pressure Sensor Body | Aftertreatment Differential Pressure Sensor Bracket |
| Catalytic Converter Particulate Filter | Aftertreatment Injector (Heavy Duty only) |
| SCR/DPF Temperature Sensor Interface Module Mounting Hardware | Aftertreatment Fuel Supply Line |
| Aftertreatment Fuel Return Line | |

This Plan begins at the expiration of the Cummins Base Engine Warranty period applicable to the Engine. Coverage ends at the time, miles (kilometers) or hours specified on the accompanying Certificate, whichever occurs first, **AS MEASURED FROM THE CUMMINS BASE ENGINE WARRANTY START DATE.**

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Aftertreatment Assembly resulting from a Covered Failure, according to progressive damage limits.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine and Aftertreatment Assembly as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, diesel exhaust fluid, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging, rentals and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints, unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine or Aftertreatment Assembly.

Cummins is not responsible for failures resulting from incorrect modifications or alterations to the Engine or Aftertreatment Assembly, or adjustments that significantly alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship of Covered Parts, are not covered by this Plan.

Cummins is also not responsible for failures caused by incorrect oil or fuel, by water, diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.

Parts used in repairs of a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

This Plan does not duplicate other coverages applicable to the Engine.

Components not supplied by Cummins are not covered under this Plan.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins assurance Plan Certificate. The Certificate must be signed and dated by the customer.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTY APPLICABLE TO THE ENGINE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the United States* and Canada, this Plan gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: AT3



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.



CHASSIS EXTENDED SERVICE COVERAGE

TOWING (WAG):

Covers \$550 per occurrence for towing or roadside assistance for a defect in material and workmanship of a component that prevents the safe and lawful operation of the vehicle. If towing is associated with a DTNA warrantable failure, towing charges must be filed on the same claim.

www.aftermarketserviceproducts.com



CHASSIS EXTENDED SERVICE COVERAGE

AXLES – FRONT & REAR (WAL):

Includes: front axle beam, spindles, kingpins and kingpin bearings, drive-differential assemblies and all internally lubricated parts, axle shafts and housings. Excludes: drivelines, input and output shaft seals, tie rod ends, rear axle attachments such as hubs, wheel seals and wheel bearings. Note: subject to manufacturer's published vocational warranty and applications.

www.aftermarketserviceproducts.com

Allison Transmission Coverage

Effective Dates

Transmission coverage effective dates as shown below are based upon individual agreements entered into between the OEM and Allison.

| | |
|-------------------|---|
| Navistar | Vehicles built on or after April 11, 2011. |
| Hino | Vehicles built on or after December 15, 2011. |
| American LaFrance | Vehicles built on or after January 1, 2012. |

All other OEMs referenced on the cover of this guide are eligible to receive Partnership Coverage and Extended Transmission Coverage, so long as they meet the Extended Transmission Coverage requirements listed below.

NOTE: Stated prices are effective for Extended Transmission Coverage purchased in 2015.

Transmission Coverage Definitions And Requirements

Standard Limited Warranty

All Allison transmissions carry a comprehensive Standard Limited Warranty covering 100% parts and labor. The length of Standard Limited Warranty coverage depends upon the Vocational Model Series and vehicle vocation.

REQUIREMENTS: Use of Allison Approved TES 295[®] transmission fluid** and Genuine Allison Filters is required to be eligible for Partnership Transmission Coverage and Extended Transmission Coverage. Failure to use Allison Approved TES 295[®] transmission fluid and Genuine Allison Filters during the Standard Limited Warranty coverage period will result in no additional coverage options beyond Standard Limited Warranty.

Partnership Coverage

Some Allison-equipped vehicles purchased through Allison Partnerships carry Partnership Coverage. Partnership Coverage begins at the end of the Standard Limited Warranty period. Duration of Partnership Coverage varies depending upon the Vocational Model Series purchased.

REQUIREMENTS: Use of Allison Approved TES 295[®] transmission fluid and Genuine Allison Filters is required. Failure to use Allison Approved TES 295[®] transmission fluid and Genuine Allison Filters will result in no coverage for repairs beyond Standard Limited Warranty.

NOTE: Except as noted, all transmissions with Partnership Coverage beyond Standard Limited Warranty have 100% parts and labor coverage with no mileage limitations.

Extended Transmission Coverage***

In addition to Partnership Coverage, transmissions purchased through Allison Partnerships are eligible for Extended Transmission Coverage. Extended Transmission Coverage can be purchased on all models to increase coverage to a total of five years. Extended Transmission Coverage can be purchased on Highway Series, P&D/Beverage, to increase coverage to a total of seven years. Extended Transmission Coverage begins at the end of Partnership Coverage and is available for purchase through Allison Authorized Distributors and Dealers.

REQUIREMENTS: Use of Allison Approved TES 295[®] transmission fluid** and Genuine Allison Filters is required. Failure to use Allison Approved TES 295[®] transmission fluid and Genuine Allison Filters will result in no coverage for repair beyond the Standard Limited Warranty period. If the transmission is not OEM factory filled with Allison Approved TES 295[®] transmission fluid and Genuine Allison Filters, then Allison Approved TES 295[®] transmission fluid and Genuine Allison Filters must be installed at the time of Extended Transmission Coverage purchase. Transmissions not OEM factory filled with Allison Approved TES 295[®] transmission fluid, or transmissions operating with non-TES 295[®] fluids, must be drained and filled with Allison Approved TES 295[®] transmission fluid to achieve 100% concentration. One hundred percent concentration is not achieved until the second consecutive fluid change using Allison Approved TES 295[®] transmission fluid. The second consecutive change must be achieved at the time of Extended Transmission Coverage purchase.

* Suggested retail prices are established for each transmission vocational model/vocation combination. Prices and/or coverage are subject to change without notice. For current prices and coverage information, go to allisontransmission.com.

** For a list of current Allison Approved TES 295[®] transmission fluids, go to: allisontransmission.com; click on Parts + Service, then Approved Fluids.

*** The terms and conditions under which Allison Transmission offers Extended Transmission Coverage are set forth on the back of the Extended Transmission Coverage Agreement Registration, available from any authorized Allison Transmission Distributor or Dealer.



Bid submittal contents:

d. City of Franklin specifications marked as to compliance - *Revised*

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

1. Solicitation identified: These specifications apply to the following procurement:
a minimum of one (1) new and unused single rear axle dump truck
Purchasing Office Solicitation No.: 2016-008

2. Notice to Bidders publication date: **July 30, 2015**

3. Solicitation release date: **July 30, 2015**

4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **August 11, 2015, 2:00 p.m. Central Time**

5. Bids submittal deadline and scheduled opening: **August 20, 2015, 2:00 p.m. Central Time**

6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **September 4, 2015**

7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **September 22, 2015**

8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all materials and means necessary to supply and deliver to the City of Franklin a minimum of one (1) new and unused single rear axle dump truck as specified below. See the accompanying Instructions for Bidders for additional information and instructions.

9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price: The bid price shall include all equipment, labor, materials, permit(s), freight and required insurance to supply and deliver the specified products.
- b. Delivery terms: As a matter of practice, the City of Franklin expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- c. Payment terms: As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified products shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- e. Standard Procurement Terms and Conditions: By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- f. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

- g. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products and/or items.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. General.

- 11.1.1. C City intends to use the specified vehicle to haul dirt, gravel, asphalt, de-icing salt, leaves, debris and/or other material to and from various City job sites, some of which may be off-road, and to plow snow from and spread salt on City roadways. Vehicle as bid shall be designed and manufactured according to industry standards for these intended uses.
- 11.1.2. C Vehicle shall be purchased new and unused by the City.
- 11.1.3. C Purchased vehicle cab and chassis shall be 2016 model year.
- 11.1.4. C Purchased dump body shall be in current production.
- 11.1.5. C For any listed or unlisted features for which no specification is listed, vehicle as bid shall meet or exceed manufacturer's standard specifications with no "fleet deletes."

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

- 11.2. Delivery, Documentation and Training.**
- 11.2.1.** C Vendor shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.
- 11.2.2.** C Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.2.3.** C Vendor shall include delivery and unloading or offloading and deposit of the deliverable at the following location:
City of Franklin Fleet Maintenance
124 Lumber Drive, Building No. 2
Franklin, TN 37064
- 11.2.4.** C Vendor shall provide any labor and equipment necessary to unload or offload the deliverable in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.2.5.** C Delivery shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday except holidays observed by the City.
- 11.2.6.** C Documentation, including both operator and service manuals, warranties, detailed troubleshooting information, and any available vehicle-specific training videos, shall be provided upon delivery of the vehicle.
- 11.2.7.** C Training by a qualified service representative shall be provided. Training shall include detailed instruction for both operator and service personnel.
- 11.2.8.** CC Manufacturer's Statement of Origin (a.k.a., Certificate of Origin) shall be assigned and issued to:
City of Franklin
109 3rd Ave. South
Franklin, TN 37064

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

11.3. Warranties and Road-Side Assistance.

11.3.1. Warranties for cab and chassis:

11.3.1.1. C Manufacturer's warranties for the cab and chassis shall be included in the bid price, shall be for 100% parts and labor unless otherwise indicated in the warranty, and shall be for the following coverages and minimum duration and mileage limits:

| Coverage | Minimum duration limitation | Minimum mileage limitation |
|------------------------------|-----------------------------|----------------------------|
| Total chassis | 24 months | 250,000 miles |
| Engine | 60 months | 100,000 miles |
| Drive train | 60 months | 100,000 miles |
| Transmission | 60 months | 100,000 miles |
| Cab perforation corrosion | 60 months | unlimited mileage |
| Towing / roadside assistance | 12 months | unlimited mileage |

11.3.1.2. C Bidder shall indicate on the Bid Submittal Form the durations and mileage limits for the manufacturer's warranties for the cab and chassis included in the bid price.

11.3.1.3. C Bidder shall supply, along with the Bid Submittal Form, a summary description of the manufacturer's warranties for the cab and chassis included in the bid price.

11.3.2. Warranties for dump body and hoist:

11.3.2.1. C Manufacturer's material and workmanship warranties for the dump body and hoist shall be included in the bid price, shall be for 100% parts and labor unless otherwise indicated in the warranty, and shall be for the following coverages and minimum duration limits:

| Coverage | Minimum duration limitation |
|--|-----------------------------|
| Major structural components | 12 months |
| All other components (including hydraulic) | 12 months |
| Hydraulic cylinders | 12 months |

11.3.2.2. C Bidder shall indicate on the Bid Submittal Form the durations for the manufacturer's material and workmanship warranties for the dump body and hoist included in the bid price.

11.3.2.3. C Bidder shall supply, along with the Bid Submittal Form, a summary description of the manufacturer's material and workmanship warranties for the dump body and hoist included in the bid price.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

| | | |
|----------|-------------|--|
| 11.4. | | <u>Truck.</u> |
| 11.4.1. | <u>C</u> | Exterior color shall be white. |
| 11.4.2. | <u>C</u> | Air cab mounts. |
| 11.4.3. | <u>C</u> | Door panels with kick plates. Kick plates made from molded plastic as part of the dash treatment are acceptable. |
| 11.4.4. | <u>C</u> | 84" CA minimum. |
| 11.4.5. | <u>C</u> | Diesel engine, 9-liter, 300 HP minimum, 860 ft.-lbs. torque minimum, to include engine exhaust brake. |
| 11.4.6. | <u>C</u> | 1000-watt engine block heater. |
| 11.4.7. | <u>C</u> | Premium quality (Gates blue stripe or equal) coolant hoses and belts. |
| 11.4.8. | <u>C</u> | Allison 3500 RDS 6-speed automatic transmission with trans/synd fluid. |
| 11.4.9. | <u>C</u> | West coast mirrors with 8" convex auxiliary, power & heated. |
| 11.4.10. | <u>C</u> | Full air brakes, auto slack adjusters, and dust shields. |
| 11.4.11. | <u>C</u> | Air-ride driver seat with air adjustable lumbar, and 2-passenger bench seat. |
| 11.4.12. | <u>C</u> | Minimum frame 120,000PSI; 15.48 SM; 1,858,000 RBM, front-tow hooks. |
| 11.4.13. | <u>C</u> | 12R22.5 16-ply tires (Michelin XZE-2 Front, Michelin XZY-3 Rear); 11R22.5, 16-ply. Wheels shall be Accuride Accu-Shield or Alcoa Dura-Bright finishes. |
| 11.4.14. | <u>C</u> | 26,000 lb. single rear axle with 75w-90 synthetic fluid, with traction control. |
| 11.4.15. | <u>C</u> | Heavy duty rear springs – 26,000 lbs. with helper & radius rod. |
| 11.4.16. | <u>C</u> | Power steering. |
| 11.4.17. | <u>C</u> | Integral heater & air conditioner. |
| 11.4.18. | <u> </u> | Cab entry assist handles interior and exterior left and right hand sides. |
| 11.4.19. | <u>C</u> | AM/FM radio. |
| 11.4.20. | <u>C</u> | Minimum fuel storage capacity shall be 50 gallons aluminum tank. |
| 11.4.21. | <u>C</u> | 14,000 lb. front axle with 14,000 lb. front suspension with shocks. |
| 11.4.22. | <u>C</u> | Air dryer with heater. |
| 11.4.23. | <u>C</u> | Dual air horns – roof mounted or mounted under the cab. |
| 11.4.24. | <u>C</u> | Back-up alarm per OSHA #1926.602. |

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

- 11.4.25. C Bug-screen mounted behind grill.
- 11.4.26. C Fire extinguisher 5 lb.
- 11.4.27. C 12V power supply.
- 11.4.28. C Tilt-telescoping steering column.
- 11.4.29. C Trans oil temp gauge.
- 11.4.30. C Battery cut-off switch.
- 11.4.31. C Trailer towing package to include air and electrical connections at the end of chassis, with an electrical brake controller in cab.
- 11.4.32. C Cab, turn signal and markers are to be LED.
- 11.4.33. C Brakes are to be heavy duty.
- 11.4.34. C Install snow prep package for a Western Plow package with appropriate snow plow pre-wiring harness for plow lighting.
- 11.5. **Dump Bed.**
- 11.5.1. C Color – black.
- 11.5.2. C Truck cab to axle – 84” minimum.
- 11.5.3. C Body length – 10 ft. minimum.
- 11.5.4. C Width: inside 7’4” minimum.
- 11.5.5. C Height: side 34” minimum.
- 11.5.6. C Cab shield: 20” minimum.
- 11.5.7. C Air tail gate: 40” side height minimum – double acting with spread chains, pin inside tailgate, inside chamfer 4” slope 45 degree; 8” asphalt lip sloped 45 degree.
- 11.5.8. C Electric tarp assembly, heavy duty cable controls.
- 11.5.9. C All clearance and marker lights will be LED’s, and mud flaps per Federal Motor Vehicle Safety Standard #108. Add 4 LED’s amber flashing across the cab shell, and one in each rear post with switch in the cab for operation.
- 11.5.10. C Safety support strut.
- 11.5.11. C 4” @ 54 channel cross members.
- 11.5.12. C 10-gauge hi-tensile steel construction.
- 11.5.13. C 4-post including front and rear.
- 11.5.14. C Add 8” side boards.
- 11.5.15. C Install right side E-Z step.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

- 11.5.16. C Install a 15T Pintle hitch with electric and air glad hands, a 7 pin connector, and the electric brake controller in the cab.
- 11.5.17. C There will be a manufactured Leaf Container or Topper configuration attaching to the top of the dump bed for leaf pick up. The top must be removable and easily attached. The measurements will be taken by the bidder at the Fleet Maintenance Facility.
- 11.5.18. C Install provisions for a Western Heavyweight Plow snow package.
- 11.5.19. C Install a hydraulic system to the end of chassis to operate a hydraulic salt spread motor, with operator controls to be mounted in the cab.
- 11.5.20. C Service manual to be included.
- 11.6. **Hoist.**
- 11.6.1. C Single front-mounted telescopic cylinder with minimum 48 degree pump angle 5" – 3 stage, 90" stroke, 20-ton.
- 11.6.2. C Minimum capacity 15 gallons per minute at 1200 RPM.
- 11.6.3. C Frame – not less than 8" @ 11.5 lbs. structural steel channel.
- 11.6.4. C Oil tank – minimum 30 gallon capacity, front mount with sight gauge & return filter with cut-off valve.
- 11.6.5. C Heavy duty power take-off for automatic transmission.
- 11.6.6. C Maintenance manual to be included.

Bid submittal contents:

e. No exceptions taken

Bid submittal contents:

e. No Exemptions

Bid submittal contents:

f. References – M2-106's sold within last 12 months

REFERENCES AND CONTACT INFORMATION
M2-106 Chassis's

City of Franklin
124 Lumber Drive
Franklin, TN 37064
David Barker, Fleet Maintenance
615-550-6953
M2-106 Dump Truck

City of Columbia
110 Santa Fe Pike
Columbia, TN 38401
Ken Donaldson, Director
Jim Dotson, Shop Supervisor
(931-388-8650)
M2-106 Refuse Trucks

Montgomery County Highway Dept.
1213 Highway Drive
Clarksville, TN 37041
Monty Fleet, Asst. Supervisor
931-648-5740
M2-106 Dump Truck

Meriwether Lewis Electric Membership Coop
1625 Highway 100
Centerville, TN 37033
Fred Walls
931-623-0420
M2-106 Utility Truck

**REFERENCES AND CONTACT INFORMATION
M2-106 Chassis's**

**City of Franklin
124 Lumber Drive
Franklin, TN 37064
David Barker, Fleet Maintenance
615-550-6953
M2-106 Dump Truck**

**City of Columbia
110 Santa Fe Pike
Columbia, TN 38401
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M2-106 Refuse Trucks**

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931-648-5740
M2-106 Dump Truck**

**Meriwether Lewis Electric Membership Coop
1625 Highway 100
Centerville, TN 37033
Fred Walls
931-623-0420
M2-106 Utility Truck**

Bid submittal contents:

g. City of Franklin Standard Procurement Terms and Conditions with vendor contact information

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Purchasing Manager
Re: City of Franklin Purchasing Office Solicitation No. _____
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615/550-0079
E-mail: purchasing@franklintn.gov

In the case of Vendor:

Neely Coble Co., Inc.
Attn: Jim Cook
2016_008
319 Fesslers Lane
P.O. Box 100347
Nashville, TN 37224
Fax: 615/726-2411
E-mail: jimc@neelycoble.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Bid submittal contents:

h. Vendors proposed terms and conditions - none

Bid submittal contents:

i. City of Franklin Affidavit of Non-Collusion

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Franklin, Tennessee

State of Tennessee)

County of Davidson) SS

Affiant, James M. (Jim) Cook, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Neely Coble Co., Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

- 2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- 3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
- 5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
- 6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

James M. Cook
(signature of Affiant)

Sales Representative
(title of Affiant)

Sworn and subscribed to before me this 17th day of August, 2015

Jean Anderson
(Notary Public)

My Commission Expires: 6-21-16

Bid submittal contents:

j. Digital copy included