

STRINGFELLOW

INC.

TRUCK BODIES • REFUSE EQUIPMENT • STREET SWEEPERS • SEWER CLEANERS
PARTS & SERVICE

July 11, 2016

Division of Central Purchasing
200 East Main St., Room 338
Lexington, KY 40507

Re: Bid on #93-2016 Hooklift Vehicle

To all concerned:

Thank you for giving us this opportunity to submit the attached bid for Swaploader SL 240 Hook Lift System to be mounted on your 2017 International 4700 chassis.

We are pleased to submit a bid on a Swaploader SL 240 Hook Lift System (fixed 53 7/8" jib) 24,000# Dump / Lift Capacity Hoist and a Pioneer Model HR1500H Tarp System. Our price for this unit is **\$35,983.00** each mounted on your chassis. We take "No Exceptions" on this bid.

Again, thank you for this opportunity. If we can be of service in any way, please don't to contact us at (502) 773-1350.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Dodds". The signature is written in a cursive, flowing style.

Mark A. Dodds
Kentucky Environmental Sales

9053 Fern Creek Road, Louisville, Kentucky 40291
502-773-1350 · Toll Free: 1-800-832-4404 · Fax: 502-290-3840
www.stringfellow.bz



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: June 27, 2016

INVITATION TO BID #93-2016 Hooklift Vehicle

Bid Opening Date: July 11, 2016

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **07/11/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 669 Byrd Thurman Drive, Lexington KY

Bid Security Required: Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: Yes No

| | | |
|--|---|---|
| <input checked="" type="checkbox"/> Bid Specifications Met | Check One: <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | Proposed Delivery: 60 days after acceptance of bid. |
| Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

Submitted by: Stringfellow, Inc

Firm Name

9053 Fern Creek Rd.

Address

Louisville, Ky 40291

City, State & Zip

Bid must be signed:
(original signature)

Mark Dodds
Signature of Authorized Company Representative – Title

MARK Dodds
Representative's Name (Typed or printed)

(502) 773-1350
Area Code - Phone - Extension

mark@stringfellow.biz
Fax #

mark@stringfellow.biz
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, MARK DODDS, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is MARK DODDS and he/she is the individual submitting the bid or is the authorized representative of Strungellow, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

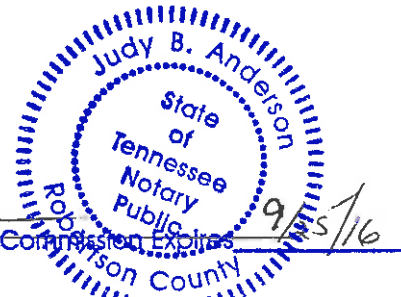
Further, Affiant sayeth naught. Mark Dodds

STATE OF TENNESSEE
COUNTY OF ROBERTSON

The foregoing instrument was subscribed, sworn to and acknowledged before me by MARK DODDS on this the 5th day of July, 2016.

My Commission expires: 9/25/16

Judy B. Anderson
NOTARY PUBLIC, STATE AT LARGE
My Commission Expires 9/25/16



Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

 "Bid on #93-2016 Hooklift Vehicle"

 and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

 The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

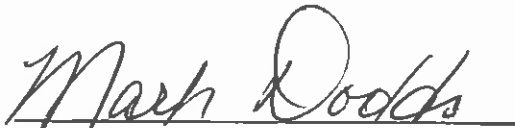
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

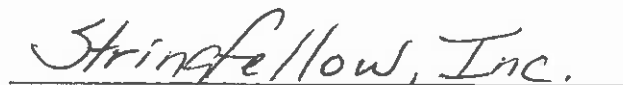
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.


Signature

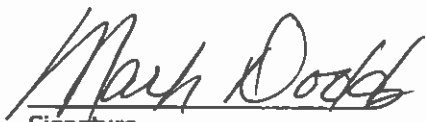

Name of Business

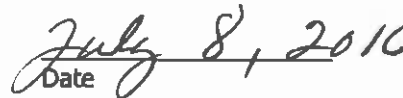
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature


Date

1.0 SCOPE OF BID

- 1.1 This specification describes the minimum requirements for a 24,000 pound "hooklift" loader body to be mounted on a truck chassis supplied by LFUCG.
- 1.2 Chassis is a 2017 International 7400 with a 219 inch wheelbase and a cab to axle of 144 inches.

2.0 REQUIREMENTS

- 2.1 Hook lift loader body shall have a rated capacity of not less than 24,000 pounds. Loader shall be designed to load, transport and dump bodies ranging from 14 to 18 feet in length. Loader manufacturer shall offer a variety of containers/bodies for use with their loader system such as open-top debris boxes, recycling boxes, flat beds, dump beds, etc. Skid-mounted containers/bodies shall be supported with a pair of 6 ¼ inch minimum diameter outside flanged rollers at the rear of the hoist and shall be adjustable to accommodate 40 ½ inch to 41 5/8 inch rail widths. Hoist frame rails shall have a minimum of six (6) 11 ¾ inch X 2 ¾ inch X ½ inch Nylatron wear pads for container/body support. Metal to metal contact between the container/body subframe rail and the hoist mainframe rail will not be accepted.
- 2.2 Hook lift loader shall operate hydraulically with controls in the truck cab. A remote pendant shall be provided for loader operation outside the truck cab. Hydraulic system shall utilize a front mounted, crankshaft driven, cast iron hydraulic pump. A dry valve shall control pump activation. No clutches shall be used to engage pump. Pump shall have sufficient capacity to operate all hydraulic functions of the body hoist, loader, and tarp system. Hoist mechanism shall utilize no less than two (2) double acting hydraulic lift cylinders having a minimum diameter of six (6) inches, and one (1) double acting hydraulic jib cylinder having a minimum diameter of 3 1/2 inches.
- 2.3 The hooklift telescopic Jib shall be capable of hydraulically sliding the container/body horizontally on the chassis to adjust weight distribution while remaining in the body locks and without lifting the container/body rails off the hoist frame. Tilting or articulating jib designs are not acceptable. Vertical jib shall be constructed of an 8 inch X 8 inch X 3/8 inch wall square tube of A500 46 KSI steel. Jib hook height shall be 54 inches from the bottom of the container/body subframe rails to the bottom of the A-frame lift bar. Jib hook to be designed to secure container/body to hoist without the need for a hook latch mechanism to cover the hook opening. No bolt on Jib hook will be accepted.
- 2.4 Hooklift shall have passive integral slide through body locks to secure the container/body latch plates to the hooklift in dump and transport positions. Prong style body locks are not acceptable.
- 2.5 Hydraulic reservoir tank shall have sufficient capacity to supply fluid to all hydraulic operations. Tank shall include fluid level indicator with integral thermometer, 100 mesh suction strainer with bypass relief, and return filter assembly with replaceable 10 micron filter cartridge.
- 2.6 Tarp system shall be designed to cover various length open-top containers. System shall be fully hydraulic, covering and uncovering, controlled from within the truck cab. Tarp material shall be denier polyester weighing at least 15 oz. per sq. yard. Material shall be reinforced at edges and all stress points.

- 2.7 All lighting required by the Federal Motor Vehicle Safety Standard #108 shall be installed. Rear facing stop, turn and tail lamps shall be flush mounted sealed LED units (such as Truck Lite 44982R). All clearance lamps shall be grommet mounted sealed LED units (such as Truck Lite 10250R). License plate lamp shall be a sealed LED unit (such as Truck Lite 15226). Backup lamps shall be sealed LED units (such as Truck Lite 44806C). One (1) LED lamp (such as Truck Lite 81360) shall be installed to illuminate the area behind the truck cab where container engagement takes place controlled by a switch in the truck cab.
- 2.8 Two (2) rear facing grommet mounted amber strobe lights shall be mounted in a manner consistent with other rear facing lights. Strobe lights shall be self-contained LED units (such as Truck Lite 44212Y).

3.0 NOTES

- 3.1 Unit furnished as required herein shall be physically inspected by LFUCG personnel before accepted. Appropriate measures may be taken to insure compliance with specifications.
- 3.2 The successful bidder shall pickup LFUCG supplied cab & chassis, and deliver completed unit back to LFUCG 669 Byrd Thurman Dr. Lexington, Ky. 40510.
- 3.3 Unit shall be ready to operate upon delivery.

4.0 GENERAL

- 4.1 Factory printed literature describing the body and tarp system and containing complete specifications and warranty, shall be submitted with bid and becomes an integral part of the bid. If literature submitted does not indicate compliance with specifications contained herein and your firm can meet these specifications by modifications, you must state this in writing, listing necessary modifications, and submit as part of bid.
- 4.2 A contract for the purchase of the equipment described herein shall be made to the responsive and responsible bidder who can perform the contract requirements at the lowest unit price.
- 4.3 Completed unit shall be new and unused, current model production.
- 4.4 Unit shall have a minimum 4 year warranty.
- 4.5 Successful bidder shall provide complete parts manuals for both the body and tarp assembly.
- 4.6 Any and all methods of attachment to the frame rails of the truck shall conform to the truck manufacturer's recommendations. Flame cut holes are not permitted.
- 4.7 Completed unit(s) provided under this specification shall fully comply with any and all applicable OSHA and ANSI standards as well as all applicable Federal, State, and local laws, regulations, ordinances, resolutions, standards and codes at time of delivery.
- 4.8 Pricing:

Price per unit as described herein \$ 35,983.⁰⁰

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall demonstrate the ability to assure compliance with these provisions prior to final acceptance of its bid and the commencement of any work or the provision of any goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW OR THE INDEMNITY REQUIREMENTS, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

| <u>Coverage</u> | <u>Limits</u> |
|--|---|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000 |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and any required Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products Liability coverage unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate

approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these risk management provisions shall constitute a default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the contract or work.

00539641

200 SERIES

22,000 - 24,000 LBS. LIFT CAPACITY



- **4 year warranty**
- **Sliding jib**
- **Slide through body locks**
- **Large beveled rear rollers**
- **Dual pivot rear section**
- **Dual lift cylinders**
- **Nylatron slide pads**
- **Low pressure hydraulics**
- **Integral dual counter balance valves**
- **Designed and built in the USA**

200 SERIES

U.S.A. LTD.

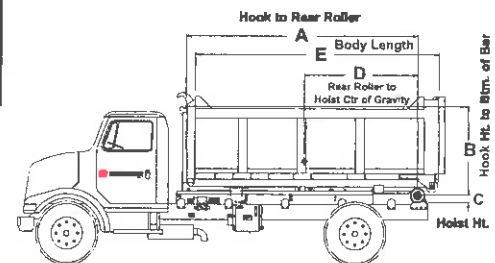
SWAPLOADER®
Transportes de Materiales - Transportes de Maquinaria - Servicios Municipales - Transportes de Residuos, etc.

SWAPLOADER®

| MODEL | SL-220 | SL-222 | SL-240 | SL-2418 | |
|---|------------------------------------|--|----------------------------|----------------------------|----------------------------|
| Model Description | Dump Capacity (Incl. container) | 22,000 lb | 22,000 lb | 24,000 lb | 24,000 lb |
| | Dump Angle | 53° | 53° | 53° | 57° |
| | Lift Capacity (Incl. container) | 22,000 lb | 22,000 lb | 24,000 lb | 18,000 lb |
| General Dimensions (See Diagram) | Hoist Weight: Fixed | 4,100 lb | 4,050 lb | 3,900 lb | 3,040 lb |
| | Hoist Weight: Adj | 4,330 lb | 4,280 lb | 4,200 lb | N/A |
| Hydraulic System | Hook to Rear Roller (Dim. A) | 193.81" | 179.81" | 159.81" | 118.0" |
| | Hook Height (Dim. B): Fixed | 53.88" | 53.88" | 53.88" | 53.88" |
| | Hook Height (Dim. B): Adj | 53.88" - 61.75" | 53.88" - 61.75" | 53.88" - 61.75" | N/A |
| | Hoist Height (Dim. C) | 9" | 9" | 9" | 9" |
| | Hoist C G (Dim. D) | 97.8" | 95.2" | 88.0" | 63.8" |
| | Body Length (Dim. E) ② | 18' to 22' | 16' to 20' | 14' to 18' | 10' to 13' |
| | Optimum Body Lengths | 18' - 20' ② | 16' - 18' | 14' - 16' | 10' - 12' |
| Lift Cylinder | Body Longsill Width ③ | 41.62" or 40.5" | 41.62" or 40.5" | 41.62" or 40.5" | 41.62" |
| | Hydraulic Pump Type (CID) | Gear (4.46) | Gear (4.46) | Gear (4.46) | Gear (4.46) |
| | Flow ⑥ | 17.4 GPM @ 1,000 RPM | 17.4 GPM @ 1,000 RPM | 17.4 GPM @ 1,000 RPM | 17.4 GPM @ 1,000 RPM |
| | Relief Pressure | 2,800 PSI | 2,800 PSI | 2,800 PSI | 2,800 PSI |
| Jib Cylinder | Hydraulic Resvr. | 25 gal | 25 gal | 25 gal | 25 gal |
| | Type | All models incorporate twin, double acting cylinders with dual built-in counterbalance valves. | | | |
| | Quantity | 2 | 2 | 2 | 2 |
| | Bore | Ø 6" | Ø 6" | Ø 6" | Ø 5.5" |
| Truck Specs (Recommended) | Stroke | 54" | 54" | 54" | 39" |
| | Type | All models incorporate a single, double acting cylinder with a single built-in counterbalance valve. | | | |
| | Quantity | 1 | 1 | 1 | 1 |
| | Bore | Ø 3.5" | Ø 3.5" | Ø 3.5" | Ø 4" |
| PTO Specs (Recommended) | Stroke | 48" | 34" | 30" | 24" |
| | GVW Range | 25,000 lb to 35,000 lb | 25,000 lb to 35,000 lb | 25,000 lb to 35,000 lb | 25,000 lb to 35,000 lb |
| | Cab - Axle Dim. (Single Axle) ④ | 156" to 174" | 142" to 160" | 130" to 144" | 84" to 96" |
| | Cab - Trunion Dim. (Tandem Axle) ④ | 150" to 162" | 130" to 142" | 120" to 132" | N/A |
| | Truck Frame RBM | 900,000 in lb | 900,000 in lb | 900,000 in lb | 900,000 in lb |
| PTO Specs (Recommended) | Clear Frame Rail ⑤ | 216" | 202" | 184" | 134" |
| | Frame Height | up to 43" | up to 43" | up to 43" | up to 43" |
| | Type ⑦ | Direct Mount SAE B, 4 Bolt | Direct Mount SAE B, 4 Bolt | Direct Mount SAE B, 4 Bolt | Direct Mount SAE B, 4 Bolt |
| Torque Required | 200 ft-lbf | 200 ft-lbf | 200 ft-lbf | 200 ft-lbf | |

- 4 year warranty
- Sliding jib
- Slide through body locks
- Large beveled rear rollers
- Dual pivot rear section
- Rugged main frame
- Dual lift cylinders
- Nylatron slide pads
- Low pressure hydraulics
- Rigorous 4 year test cycle
- Integral Dual Counter Balance Valves
- Designed and Built in the USA

- 1 Jib Lock out valve to prevent jib operation in dump mode standard.
- 2 Hoist with longer bodies may not conform with I.C.C. bumper regulations or may not achieve maximum dump angle depending on truck chassis height. Contact your SwapLoader distributor for more information.
- 3 Maximum outside to outside longsill width.
- 4 Optimum CA/CT dimension will be influenced by type of loads carried and turning radius requirements.
- 5 Clear frame Dim given is the overall length of hoist plus 5" for cab clearance and rear light bar mounting. Additional frame length may be necessary for other accessories such as cab guard, tarper, exhaust system, etc.
- 6 Pump RPM and Flow are dependent on engine RPM and PTO ratio.
- 7 PTO/Pump rotation as determined by transmission.
- 8 Polished Nitrided Cylinder Rod.



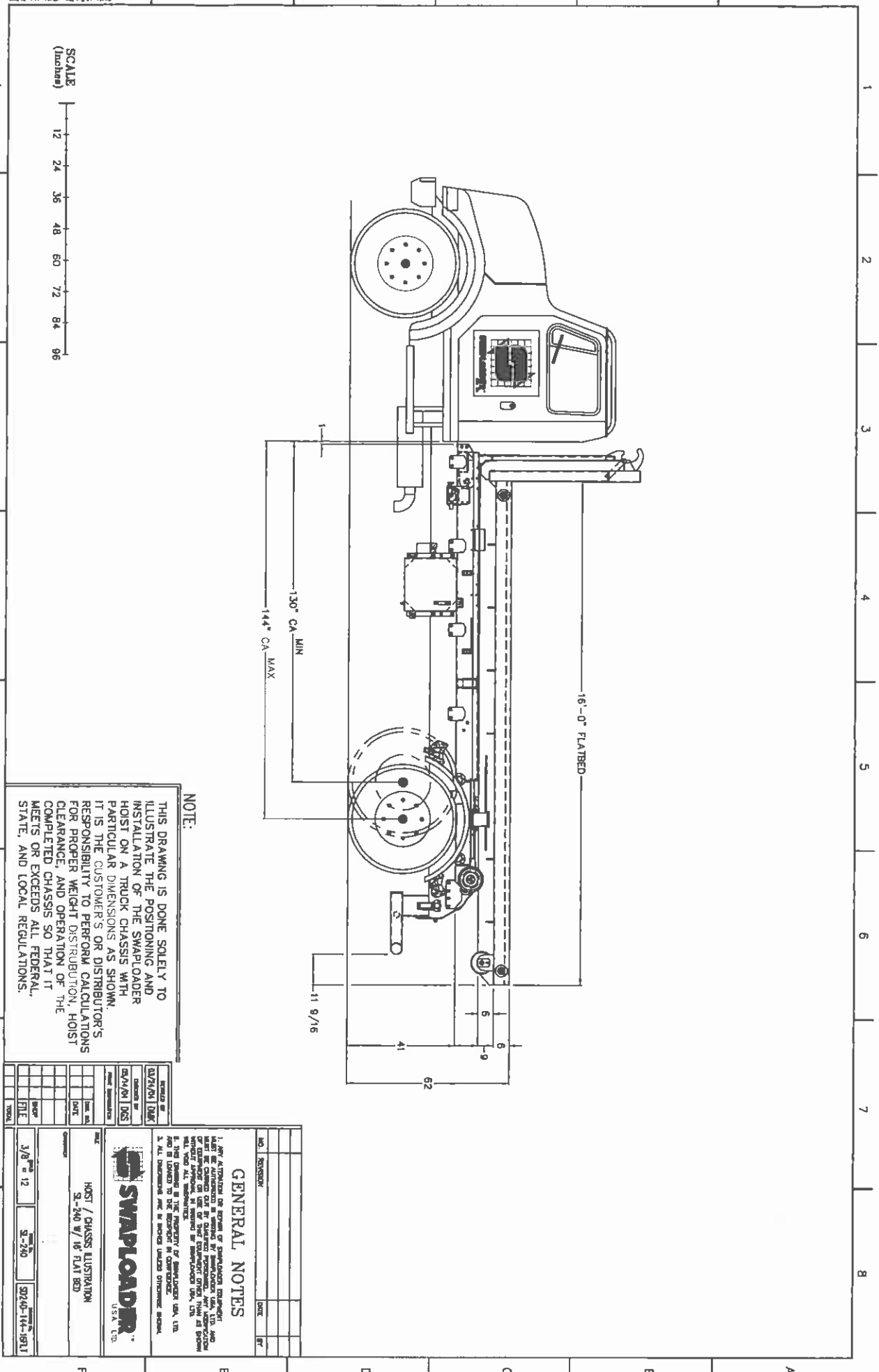
SwapLoader USA, Ltd.
 1800 N.E. Broadway Ave.
 Des Moines, IA 50313
 Ph: 515-266-3042
 Fax: 515-313-4426
 Toll Free: 888-767-8000

Your authorized SwapLoader dealer

Ask about the wide range of available SwapLoader models

www.swaploader.com

SWL-051
 02/10 Rev 01/15



GENERAL NOTES

1. ANY ALTERATION OR REPAIR OF EQUIPMENT EQUIPMENT MUST BE APPROVED IN WRITING BY PERALOADER USA, LTD. AND OF COURSE IN THE USE OF THIS EQUIPMENT OTHER THAN AS SHOWN MUST BE APPROVED BY PERALOADER USA, LTD.
2. THIS DRAWING IS THE PROPERTY OF PERALOADER USA, LTD. AND IS LOANED TO THE REQUESTOR IN CONFIDENCE.
3. ALL DIMENSIONS ARE IN UNLESS OTHERWISE SPECIFIED.

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PERALOADER
U.S.A. LTD.

SWAPLOADER

HOST / CHASSIS ILLUSTRATION
S-240 W/16' FLAT BED

3/8" = 12"

S-240

50240-144-191J



Growing with SwapLoader

200 Series Hoists

From the beginning, SwapLoader Hoists have been built around the customer's ability to grow up or down in capacity. It's this foresight that has helped our customers utilize existing containers (free of alterations) when growing from small to large or large to small in hoist capacity that operate using similar body/container lengths.

Options like the Adjustable (Rotating) Jib and Container Variable System (CVS) have been added to assist these growing transitions. This product expansion never stops at SwapLoader. As our customer's needs continue to grow and evolve, so does SwapLoader.

Beyond SwapLoader's expanded line-up of options, turn your focus to our line-up of Sub-frames. The Sub-frame is the first and probably most important key to making it all work. Below we've provided some basic insight into each hoist. When helping your customers plan for the future, stay focused on the Sub-frames and their ability to be used with other hoist models. Understanding which Sub-frames work with which hoists, is essential in building your roadmap to future growth.

• SL-220

- Jib Options:
 - Standard – fixed 54" hook height.
 - Option – adjustable (rotating) hook height of 54" & 62".
- Designed to work with body lengths of 18' to 22'.
- With CVS – works with body lengths of 15' to 22'.
- Optimum body lengths are 18' to 20'.
- Works with the following container setups:
 - **All SL-220/222 (200 Series) Sub-frames (54" hook height)**
 - **All SL-406 (300 Series) Sub-frame (54" hook height)**
 - **All SL-406/545 (400 Series) Sub-frames (62" hook height)**
 - **20' to 22' SL-505/650 (400 Series) Sub-frames (62" hook height)**
- Body lengths that exceed the optimum may require additional SwapLoader options (bumper with extensions, folding bumper or drop-down bumper) to comply with I.C.C. Bumper Regulations.

• SL-222

- Jib Options:
 - Standard – fixed 54" hook height.
 - Option – adjustable (rotating) hook height of 54" & 62".
- Designed to work with body lengths of 16' to 20'.
- With CVS – works with body lengths of 14' to 20'.
- Optimum body lengths are 16' to 18'.
- Works with the following container setups:
 - **All SL-220/222 (200 Series) Sub-frames (54" hook height)**
 - **18' to 20' SL-406 (300 Series) Sub-frames (54" hook height)**
 - **18' to 20' SL-406/545 (400 Series) Sub-frames (62" hook height)**
- Body lengths that exceed the optimum may require additional SwapLoader options (bumper with extensions, folding bumper or drop-down bumper) to comply with I.C.C. Bumper Regulations.

Continued...

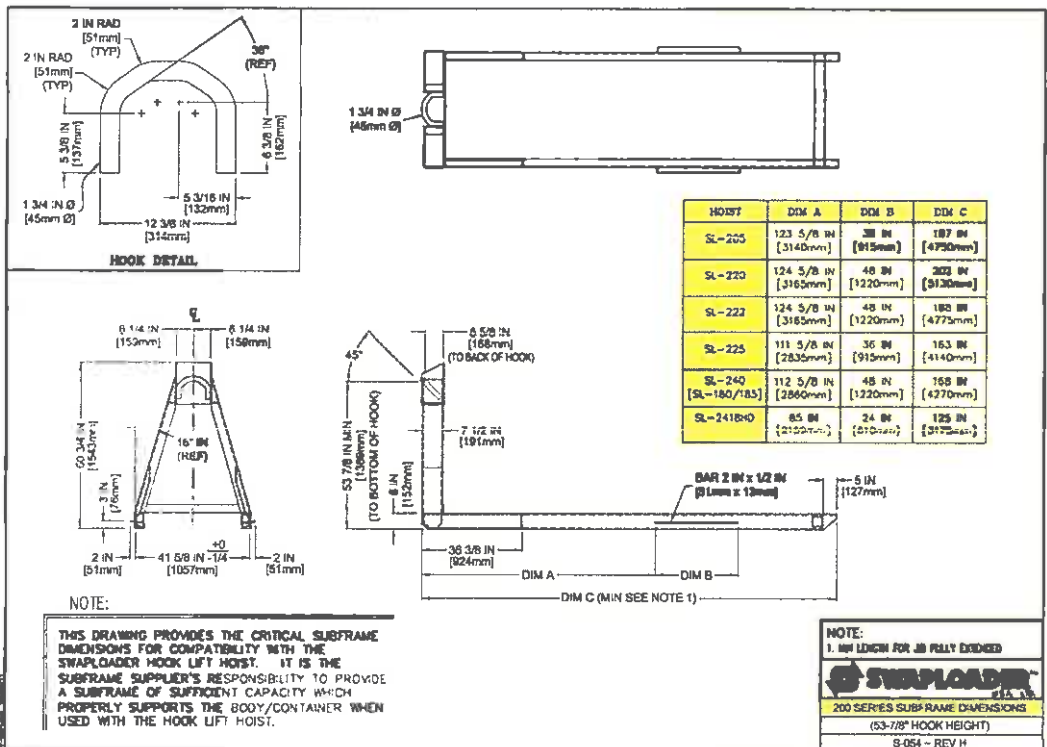
• **SL-240**

- Jib – fixed 54" hook height.
- Designed to work with body lengths of 14' to 18'.
- With CVS – works with body lengths of 12' to 18'.
- Optimum body lengths are 14' to 16'.
- Works with the following container setups:
 - All SL-240/180/185 (200 Series) Sub-frames (54" hook height)
 - All SL-330/400 (300 Series) Sub-frames (54" hook height)
- Body lengths that exceed the optimum may require additional SwapLoader options (bumper with extensions, folding bumper or drop-down bumper) to comply with I.C.C. Bumper Regulations.

SL-2418

- Jib – fixed 54" hook height.
- Designed to work with body lengths of 10' to 13'.
- Optimum body lengths are 10' to 12'.
- Works with the following container setups:
 - All SL-2418 (200 Series) Sub-frames (54" hook height)
- Body lengths that exceed the optimum may require additional SwapLoader options (bumper with extensions, folding bumper or drop-down bumper) to comply with I.C.C. Bumper Regulations.

For more details, refer to the 200 Series Sub-frame Drawing.
 This can be found in your Field Sales Books or in the Distributor Login area of our website.



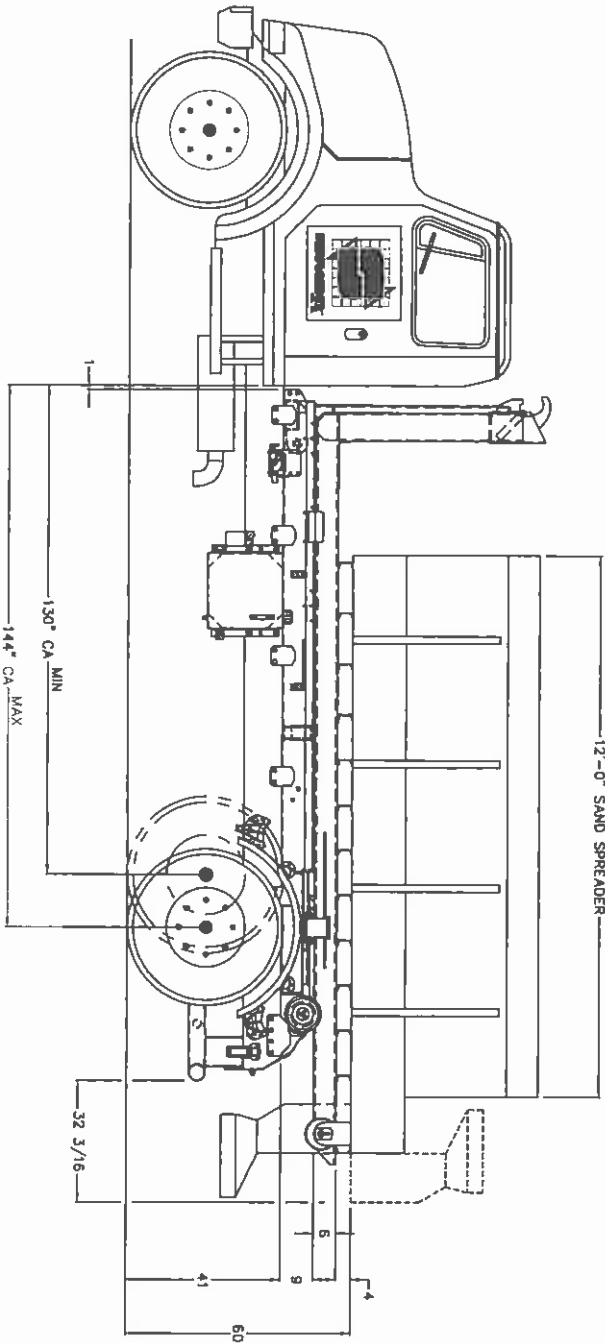
SWAPLOADER, U.S.A., LTD.
1800 N.E. BROADWAY, DES MOINES, IOWA 50313

LIMITED WARRANTY STATEMENT
Effective September 1, 2009

SwapLoader U.S.A., Ltd., (SwapLoader), warrants to the original purchaser of any new SwapLoader product sold by an authorized SwapLoader distributor or service center, that such products are free of defects in material and workmanship. All SwapLoader products with an original factory invoice date of September 1, 2009 or later qualify for warranty as defined in this Limited Warranty Statement.

- Repair or replacement of parts on SwapLoader products are covered under warranty for forty-eight (48) months from date of Retail Sale by an authorized SwapLoader Distributor or service center, subject to any applicable federal, state or local taxes, and not to extend beyond sixty (60) months from the original factory invoice date. SwapLoader will, at its discretion, either repair the defective parts or replace them with equivalent parts, subject to the conditions below.
- Labor charges authorized by the SwapLoader Warranty Department are covered under warranty for a period of twelve (12) months from the date of Retail Sale by an authorized SwapLoader Distributor or service center, and not to extend beyond twenty-four (24) months labor from the original factory invoice date.
- Warranty Registration Card must be returned within 15 days of Retail Sale of SwapLoader hoist to SwapLoader, Des Moines, Iowa. If unit has not been registered, then the warranty start date will revert to the original factory invoice date. Warranty Registration is the ultimate responsibility of the owner and may be accomplished by the completion and return of the product registration form included in the SwapLoader hoist manual. If the owner is not sure that product registration is completed, then SwapLoader encourages them to contact us at 888-767-8000 to confirm.
- Defective parts must be reported to SwapLoader within 30 days of discovery on a SwapLoader warranty claim report form. A Return Goods Authorization (RGA) number must be issued to the claiming party prior to the return of any defective part to be considered for warranty.
- Warranty service must be performed by a distributor or service center authorized by SwapLoader to sell and/or service SwapLoader products, which will use only new or remanufactured parts or components furnished by SwapLoader U.S.A., Ltd. SwapLoader will invoice the distributor or authorized service center for the replacement parts and freight. Upon completion of the repair any defective parts to be returned for warranty consideration must be returned freight prepaid with a copy of the SwapLoader issued RGA form and a copy of the completed warranty claim report form. Upon evaluation of the returned parts, once warranty is approved, credit will be issued to the appropriate account for the approved warranty costs which may include parts, labor, and/or freight.
- The warranty covers only defective material and workmanship. It does not cover depreciation or damage caused by normal wear and tear, accident, mishap, untrained operators, or improper or unintended use. The owner has the obligation of performing routine care and maintenance duties as stated in SwapLoader's written instructions, recommendations, and specifications. Any damage resulting from owner/ operator failure to perform such duties shall void the coverage of this warranty. The cost of labor and supplies associated with routine maintenance will be paid by the owner.
- In no event will SwapLoader, the SwapLoader distributor or any company affiliated with SwapLoader be liable for business interruptions, costs of delay, or for any special, indirect, incidental or consequential costs or damages. Such costs may include, but are not limited to loss of time, loss of revenue, loss of use, wages, salaries, commissions, lodging, meals, towing, hydraulic fluid, travel, mileage, or any other incidental costs.
- SwapLoader is not responsible for the removal or replacement of accessories (fenders, toolbox, etc.).
- Warranty shall not apply if the equipment is operated at capacities in excess of factory recommendations.
- Warranty is expressly void if the seal on the main relief control valve has been broken.
- SwapLoader will ship the replacement part by the most economical, yet expedient means possible. Expedited freight delivery will be at the expense of the owner.
- Warranty is expressly void if serial number plate or stamping is tampered with.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE ARE NO WARRANTIES MADE BY THE MANUFACTURER OR ITS AGENTS, REPRESENTATIVES OR DISTRIBUTORS, EITHER EXPRESSED, IMPLIED, OR IMPLIED BY LAW, EXCEPT THOSE EXPRESSLY STATED ABOVE IN THIS STANDARD LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP. THE MANUFACTURER AND ITS AGENTS, REPRESENTATIVES AND DISTRIBUTORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



SCALE
(Inches)
12 24 36 48 60 72 84 96

NOTE:
THIS DRAWING IS DONE SOLELY TO ILLUSTRATE THE POSITIONING AND INSTALLATION OF THE SWAPLOADER HOIST ON A TRUCK CHASSIS WITH PARTICULAR DIMENSIONS AS SHOWN. IT IS THE CUSTOMER'S OR DISTRIBUTOR'S RESPONSIBILITY TO PERFORM CALCULATIONS FOR PROPER WEIGHT DISTRIBUTION, HOIST CLEARANCE, AND OPERATION OF THE COMPLETED CHASSIS SO THAT IT MEETS OR EXCEEDS ALL FEDERAL, STATE, AND LOCAL REGULATIONS.

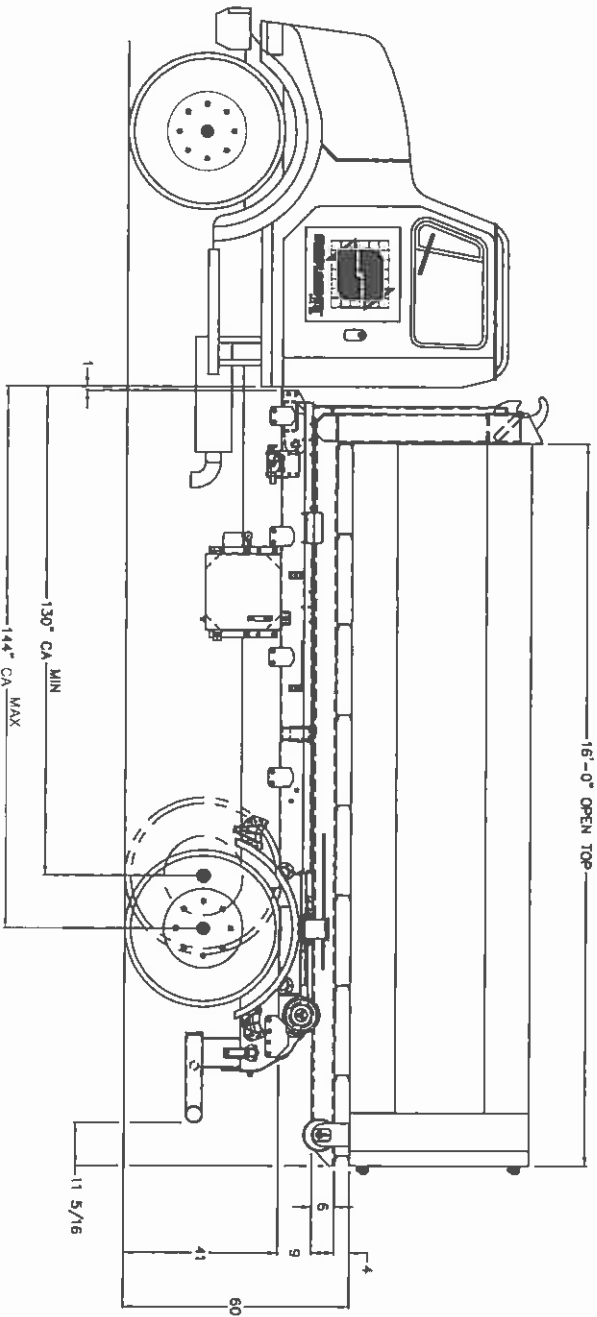
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| NO. | REVISION | DATE | BY |
| <p>GENERAL NOTES</p> <p>1. ALL ATTENTION ON REPAIR OR REPLACEMENT EQUIPMENT MUST BE ATTENDED TO BEFORE RE-INSTALLATION. LOCAL, STATE, AND FEDERAL REGULATIONS MUST BE OBSERVED. THE USER OF THIS EQUIPMENT CANNOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE EQUIPMENT OR TO THE USER OR OTHERS. THE USER MUST OBTAIN ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES.</p> <p>2. THIS DRAWING IS THE PROPERTY OF SWAPLOADER USA, LTD. AND IS TO BE USED ONLY FOR THE PROJECT AND CHASSIS SPECIFIED. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF SWAPLOADER USA, LTD.</p> <p>3. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED.</p> | | | |



HOST / CHASSIS ILLUSTRATION
S-240 W/ 12' SAND SPREADER

| | |
|------|-----------------|
| DATE | 3/8 1981 |
| BY | SL-310 |
| FILE | S2240-144-12SFI |



SCALE
(Inches)



NOTE:

THIS DRAWING IS DONE SOLELY TO ILLUSTRATE THE POSITIONING AND INSTALLATION OF THE SWAPLOADER HOIST ON A TRUCK CHASSIS WITH PARTICULAR DIMENSIONS AS SHOWN. IT IS THE CUSTOMER'S OR DISTRIBUTOR'S RESPONSIBILITY TO PERFORM CALCULATIONS FOR PROPER WEIGHT DISTRIBUTION, HOIST CLEARANCE, AND OPERATION OF THE COMPLETED CHASSIS SO THAT IT MEETS OR EXCEEDS ALL FEDERAL, STATE, AND LOCAL REGULATIONS.

| REVISION NO. | DATE | BY |
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| DATE | DESCRIPTION | FILE |
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GENERAL NOTES

1. ALL ALTERATIONS ON EQUIPMENT OR INSTALLATION REQUIREMENTS MUST BE APPROVED BY SWAPLOADER USA, LTD. AND EQUIPMENT OR CHASSIS DESIGNERS. SWAPLOADER USA, LTD. WILL BE RESPONSIBLE FOR THE USE OF THIS EQUIPMENT ONLY WHEN ALL SWAPLOADER INSTALLATION PROCEDURES ARE FOLLOWED BY SWAPLOADER USA, LTD.

2. THIS DRAWING IS THE PROPERTY OF SWAPLOADER USA, LTD. AND IS LOANED TO THE CUSTOMER OR INSTALLER.

3. ALL DIMENSIONS ARE IN UNLESS OTHERWISE SPECIFIED.

| | | | |
|-------------|-----------------------------|-------|----------------------|
| DATE | 3/8" = 12" | SCALE | 3/8" = 12" |
| DESCRIPTION | HOST / CHASSIS ILLUSTRATION | MODEL | S-240 W/16" OPEN TOP |
| DATE | | MODEL | |
| DESCRIPTION | | MODEL | |

F E D C B A 1 2 3 4 5 6 7 8

HYDRAULIC

HR1500H utilizes the truck's existing hydraulic system and is powered by a right angle hydraulic direct-drive gear motor. The roller assembly is mounted on a hydraulic gantry that **moves vertically** from 60 to 96 inches.

As the tarp is deployed, the pivot arms move to cover the load in combination with reverse-wound torsion springs. The standard pivot arms are constructed from heavy-duty steel tubing and are also available in aluminum. This system is capable of covering containers with **various heights** up to 16 feet in length.

Model HR1500H



Hydraulic Gantry



Moves vertically from 60 - 96" to accommodate various size containers.

Heavy Duty Low Arm (Aluminum)



3 1/8" extruded aluminum (optional). Integral set screw designed for quick, easy arm replacement.

Flow diverter, PRV, and cover control valve



Operation is low pressure for safety.

Direct Drive Hydraulic Motor



Provides quiet, smooth, and steady gear movement.