#### STATE OF MAINE | MASTER AGREEMENT



#### MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 25061800000000000162

COMMODITY/SERVICE DESCRIPTION: Service Bodies, Steel - Three Styles

START DATE: 6/18/2025 END DATE: 5/31/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT					
DEPARTMENT NAME: Office of State Procurement Services					
ADDRESS: 111 Sewall St., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9					
CITY: Augusta STATE: ME ZIP CODE: 04333-009					
PROVIDER					
PROVIDER NAME: Messer Truc	k Equipment dba Messer Truck a	nd Van			
ADDRESS: 170 Warren St.					
CITY: Westbrook	STATE: ME	ZIP CODE: 04092			
PROVIDER'S VENDOR CUSTOMER #: VC1000063218					

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative: F

Docusigned by:

Midulle Fournier

066BBD96EE5347F...

Michelle Fournier, Procurement Planning Manager

Date 6/25/2025

Provider Representative:



Chuck Turner, Sales Representative Date 6/25/2025

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

#### DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Bill Allen	
EMAIL: wje.allen@maine.gov	TELEPHONE: 207-624-7871

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Chuck Turner	
EMAIL: chuck.turner@messerbuilt.com	TELEPHONE: 207-415-3127

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**Master Agreement (MA) procurement method:** RFQ 17D 250505-238, RFQ 17D 250505-239, RFQ 17D 250505-240

### **TABLE OF RIDERS**

The follo	The following riders are hereby incorporated into this Contract and made part of it by				
reference	reference.				
$\boxtimes$	RIDER A – Specifications and User Information				
$\boxtimes$	RIDER B – Terms and Conditions				
	RIDER C – Exceptions				
$\boxtimes$	RIDER D – Responsible Bidder Certification				
$\boxtimes$	MaineDOT Certifications - Appendix F from RFQ				
$\boxtimes$	MaineDOT Terms and Conditions				

#### RIDER A: SPECIFICATIONS AND USER INFORMATION

#### TABLE OF CONTENTS

- CONTRACT PERIOD
- II. COMMODITY
- III. AMENDMENTS TO SPECIFICATIONS
- IV. SPECIFICATIONS
- V. AMENDMENT/EXTENSION PRICING/RATE CHANGES
- VI. CONTRACTED PRICING/RATES
- VII. AUTHORIZED USERS
- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

#### I. CONTRACT PERIOD:

Start [insert start date] through [insert end date]

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to four (4) one (1) year extension periods.

$\boxtimes$	Initial Term
	First Renewal
	Second Renewal
	Third Renewal
	Fourth Renewal

#### II. COMMODITY: Service Bodies, Steel - Three Styles

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

#### III. AMENDMENTS TO SPECIFICATIONS

Not applicable

#### IV. SPECIFICATIONS

**Completeness:** The price quoted shall include all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the service body pursuant to the bid specifications.

**Conformity:** All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the service body industry. All

parts shall be new and in no case, will used, reconditioned or obsolete parts be accepted. The parts on all platform/rack body provided by the manufacturer should be interchangeable.

Bid specification documents, including Appendix B from the RFQ documents, are located after VIII. Ordering Procedures/Delivery Information

#### V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Not applicable

#### VI. CONTRACTED PRICING/RATES

**Prices:** Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

**Price and Rate Guarantee Period**: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the vendor at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

#### VII. AUTHORIZED USERS:

State	of Maine	Departments	authorized t	o utilize	thic MA	contract:
Julie	OI Maille	Devai unemo	auuiviizeu i	o unite	LIIIO IVIA	COILLI act.

All State of Maine Departments, Agencies

#### Municipalities, political subdivisions, and school districts in Maine:

	Are NOT permitted to utilize this MA.
$\boxtimes$	Are permitted to utilize this MA as written.
	Are permitted to utilize this MA with the following conditions

#### **VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:**

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

**Quantities:** It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

**Delivery Locations:** The vendor must deliver to any State of Maine facility. Most MaineDOT orders will be delivered to Scarborough, Augusta, Dixfield, Bangor and Oakfield. The exact addresses will be provided to the vendor at the time the order is placed.

**Delivery and Inspection:** The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. The sign blanks ordered from the resulting MA will be inspected after delivery. If shipments are deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

## RFQ # 17D 250502-238 Hi Top Service Body DRW

The following abbreviations must be used:

Х	Standard or as specified
N/A	Not Available
DI	Dealer Installed
AE	Approved Equal

	1.0 BODY SHELL	Abbreviation	Actual Dimensio n	Notes
1.1	Body shall be Steel or Galvannealed Body	Х		
1.2	Body shall have a one-piece compartment top and back.	X		
1.3	Total body length shall be a minimum of 108 inches.	AE	107.25"	
1.4	Total body width shall be a minimum of 94 inches.	X	94"	
1.5	Total body interior height shall be a minimum of 73 inches.	X	80.24"	
1.6	Floor width shall be a minimum of 54 inches.	X	54"	
		'		

1.7	The front corner of the body shall have stainless steel or aluminum diamond plates to prevent road debris damage to the body. Corners need to be rounded to prevent sharp edges.	X		Full Height Rock Gaurds
1.8	Rear mud flaps	X		
1.9	Flow through ventilation system.	AE		Fabricate louvers
1.10	Manufacturer's standard LED light system with adequate support to wiring to prevent sagging wiring. Must conform to FMVSS-108 Standard.	X		
1.11	All wiring to be enclosed by protective tubing with all connections to be either soldered with shrink tubing or enclosed in watertight junction boxes.	X		
1.12	Manufacturer's standard step type bumper with recess and anti-skid surface, bolted securely to truck chassis frame. Minimum twelve 12" treadplate rear tail shelf extension.	AE	9" wide with 3" extension	
1.13	The Hitch shall be class V, rated at a minimum of 16,000 lbs. gross trailer weight, minimum 2" square receiver opening with 7-prong Round pin trailer plug-in (see Wire Diagram below). RV plugs will not be accepted.	X		

1.14	Lights shall be LED and recessed			
	mounted in shock resistant rubber			
	grommets and loom protected wires.			
1.15	Rear marker lights			
	Outside 7 Way Round Pin Vehic  Brown Tail and Running Lights Orange Battery Charge Blue Auxiliary Circuit  Yellow Red Hazard Stop Lamps Auxard	White Ground	Brown Tail and Running Lights Blue Auxiliary Circuit  Green Right Turn & Hazard	
	2.0 FLOOR & UNDERSTRUCTURE	Abbreviation	Actual Dimensio n	Notes
2.1	Floor shall be a minimum of 1/8 steel plate with a medium pattern tread plate floor.	X	1/8"	
2.2	The floor shall have an access plate sized for fuel tank sending unit and pump replacement.	AE		Cut floor & install hinge
2.3	Crossmembers at the front and rear of the body shall be a minimum of 4" high 3/16" formed steel.	X		
	Torried Steel.			

2.4	Intermediate and extension crossmembers shall be a minimum of 4" high 10 gauge formed steel.	X		
2.5	Longitudinal shall be a minimum of 3 full-length formed 14-gauge steel "hat" channel.	X		
2.6	Channel reinforcement across the rear of the body shall be a minimum of 12 gauge "hat" channel.	X		
2.7	Complete underside of body shall be fully prepped and undercoated with rock guard material. (Rhino Liner)	AE		Vortex
2.8	All accessories shall be mounted with stainless steel fasteners. All nuts shall be self-locking Teflon style.	X		
2.9	Steel tread floor.	AE		Steel corrugated
	3.0 CANOPY, DOORS & HINGES	Abbreviation	Actual Dimensio n	Notes
3.1	Rear doors shall be double panel doors, of solid one-piece Steel construction.	X		
3.2	Door design shall be recessed for continuous positive contact with the door seal.	X		

3.3	Doors shall incorporate stainless steel rod hinge pins.	X
3.4	Hinges and latches shall be heavy-duty stainless steel in design.	X
3.5	All vertical doors shall have spring loaded door retainers which are easily detachable to allow the door to swing 180	X
3.6	Horizontal doors shall have heavy-duty coated cable supports which are easily removable to allow the door to drop down.	X
3.7	All doors shall have an automotive type square-bulb seal in a full perimeter protective channel. Seal shall be unbroken at the striker.	X
3.8	The body shall have double rear doors, with spring loaded door retainers to hold the doors open. While easily detachable retainer to allow the door to swing 180°.with a door holder to hold doors secured when fully opened.	X
3.9	There shall be manufacturers' standard size windows located in rear doors.	X
3.10	Canopy shall have a minimum of two LED interior lights.	X

3.11	All compartments shall have stainless steel latches.	X		
3.12	Two grab handles positioned just inside rear doors.	X		
	4.0 COMPARTMENT	Abbreviation	Actual Dimensio n	Notes
4.1	Shelving and compartment partitions shall be removable allowing for the creation of various compartment interior arrangements.	Х		
4.2	Two (2) Horizontal compartments minimum 16" H X 40" W with four shelf separators.	AE	43.5"W x 13.5"H	These dimensions would make an 11' body
4.3	Four (4) Vertical compartments minimum 24"H X 40" W with three adjustable shelfs.	AE	29.5"W x 33.5"H	These dimensions would make an 11' body
		1	I	
4.4	Compartment shelving shall be adjustable on 2" centers.	X		
4.5	Full length inside shelves.	X		
		<del>,</del>		
4.6	Side shelving shall have flex-glow compartment lighting or equivalent.	X		
		1	ı	

	5.0 PAINT	Abbreviation	Actual Dimensio n	Notes
5.1	The body shall be yellow coated T009-YL14 Gloss Power Coated FS #13538 or 953-YP-326 or equivalent). With non-skid finish on compartment tops.	AE		Base coat / clear coat T009-YL14
	6.0 WARRANTY	Abbreviation	Actual Dimensio n	Notes
6.1	The manufacturer's standard warranty will apply.	X		
6.2	Terms and conditions of warranty must be provided with bid proposal.	X		
6.3	The manufacturer's warranty will start with the vehicle in-service date.	X		
6.4	The manufacturer's warranty will start with MDOT in-service date.	X		
6.5	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
6.6	In-Service Date: The unit (s) shall not be placed in service immediately because of a time lag due to installation of components, special equipment, or other delays. The warranty shall be active from the date the vehicle is the actual placed in service. MDOT Fleet Services Augusta shall notify	X		

	the vendor in writing of the "in service" date.			
6.7	During the term of the manufacturer's warranty Fleet Services reserves the right to perform any and all warranty "in house" to meet operational needs or demand with the exception of axle rebuild or repair unless pre-authorization by vendor. Fleet Services will recover all parts and labor cost as allowed by manufacturer's flat rate manual. O.E.M parts may be supplied at no cost by the manufacturer or dealer or may be purchased by Fleet Services on the open market to meet operational demand. Any and all defective parts will be returned to the manufacturer or dealer upon request.	X		
6.8	The vendor shall be (100%) responsible for all repair costs to include parts, labor during the warranty period.	X		
	7.0 GENERAL	Abbreviation	Actual Dimensio n	Notes
7.1	Bid price to include body, bumper and trailer hitch to fit latest Ford F350 chassis with a 60-inch CA and dual rear wheels.  Delivery to Maine DOT Fleet Services 66 Industrial Drive Augusta, Maine included.	X		
7.2	Option for mounting/painting the complete body priced separately.	X		

7.3	Backup alarm conforming to SAEJ 994 and OHSA requirements.	X
7.4	All components shall be E-Coat priming and corrosion protection.	X
7.5	All terminals, ground and power shall have anti corrosion spray.	X
7.6	Fuel/DEF full hoses shall have hose clamps, do not use wire ties.	X
7.7	Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturers' performance data, delivery schedule, parts availability and other items deemed appropriate.	X
7.8	Bidders are required to provide sufficient information with their bid such as manufacturers' brochures, etc. and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment that is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids.	X
7.9	Bidders shall supply a specification sheet with their bid proposals.	X

7.10	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be considered that the vendor will comply with all specifications as listed.	X
7.11	All exterior trailer wiring shall be professionally installed and run in suitable weather resistant loom or conduit (professionally secured). Using Factory trailer harness.	X
7.12	All wire splices/connectors (if applicable) shall be shrink tube barrel type or soldered and shall be sealed with weatherproof automotive type shrink tubing, Scotch lock type (wire piercing) connectors are not acceptable in any application.	X

#### Product Warranty - Six Years with Unlimited Mileage

The Knapheide Manufacturing Company (hereinafter referred to as "Knapheide") guarantees the Service Body, KUV Body, Crane Body, Line Body, Combo Body, KnapKap, KnapPack and Toolbox sheet metal components will not "rust-through" as defined below. Knapheide branded NXG door latches (black nylon pan and chrome handle), lock cylinders, and standard door hinges are guaranteed not to fail to operate due to a mechanical failure, and standard compartment shelving is guaranteed not to bend under the rated load of 250 pounds for a period of six years with unlimited mileage.

#### Product Warranty - Three Years or 36,000 Miles, Whichever Occurs First

Knapheide guarantees the Platform Body, Gooseneck Body, Dump Body, and Forestry Body will not "rust-through" as defined below. Knapheide guarantees the Service Body, KUV Body, Crane Body, Line Body, KnapKap, KnapPack, Toolbox, Platform Body, Gooseneck Body, Dump Body, Forestry Body and the Knapheide power locking (E-lock) system and hydraulic hoist (Knaphoist) to be free from defects in material and and/or workmanship for a period of three years or 36,000 miles, whichever occurs first.

#### Warranty Coverage Duration and Limitation

The warranty period begins on the date of purchase by the end-user, or one year from the date the product is shipped from Knapheide, whichever occurs first. This warranty is valid for product shipped from Knapheide after January 1, 2020 and remains mounted upon the chassis it was originally installed, as solely determined by Knapheide. Knapheide will pay the cost of material and labor to repair or replace the defective product and reserves the sole right to inspect product claimed for warranty and determine the best course of action to remedy the warranty claim.

#### **Exclusions from Warranty**

- 1. Product not installed by an authorized Knapheide distributor or agent.
- 2. All accessions (additions, add-on attachments, etc.) to the product not manufactured by Knapheide.
- 3. Stainless steel latches or riveted-on latches, all non-NXG Knapheide branded latches.
- 4. All product repairs, modifications and alterations performed without written authorization of Knapheide.
- 5. Products exhibiting damages or fatigue fractures due to accident, misuse, abuse, neglect, overloading, improper installation, severe off-road applications or twisting loads induced by cranes or aerial devices.
- 6. Products not maintained per Operation & Maintenance Manual.
- 7. Products sold by Knapheide but not manufactured by Knapheide (i.e. cranes, aerial lifts, lift gates, generators, compressors, pumps, hydraulic or pneumatic reservoirs etc.) Note: These products are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.
- 8. Paint, decals, or any finish (collectively "finish") not applied by Knapheide. Finish deterioration caused by chemical reactions including, but not limited to, acid rain, industrial fallout or improper cleaning materials. Provided, however, that as limited above, Knapheide warrants the product finish applied by Knapheide for one year from the beginning of the warranty period.
- 9. "Rust-through" of products for which the finish was not applied by Knapheide or an authorized agent, or where the product was used to transport corrosive materials. Note: "rust-through" is defined as corrosion that has created a hole through the metal.
- 10. Products purchased or used outside the U.S.A. and Canada.

KNAPHEIDE HEREBY DISCLAIMS AND EXCLUDES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Limitations of Liability**

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KMC OR ITS AFFILIATE OR SUBSIDIARY COMPANIES, OR THEIR RESPECTIVE DIRECTORS', OFFICERS', SHAREHOLDERS', EMPLOYEES' OR AGENTS' (HEREINAFTER COLLECTIVELY "KNAPHEIDE") TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT EXCEED THE AMOUNT OF THE PROCEEDS RECEIVED BY KNAPHEIDE PURSUANT TO ANY CONTRACT OF SALE OR PURCHASE ORDER.

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KNAPHEIDE BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

#### **How to Apply for Warranty Coverage**

All claims are handled by contacting your nearest Knapheide Distributor or by contacting Knapheide Product Support. Visit www.knapheide.com for Knapheide Distributor and Product Support contact information.



# GUIDE TO PREPARING BID SPECIFICATIONS FOR KUVCC™ and KUVLCF™ BODIES \*

The following specification information has been written to assist fleet administrators, chassis and application engineers, as well as purchasing agents in preparing bid specifications using the KUVcc™ and the KUVLcF™ as the standard of compliance:

•Body Shell The body shell is to be constructed of 14, and 16-gauge two-sided A40 Galvanneal

steel. The compartment tops and backs and the compartment end panels are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel

edges are to be hemmed for strength, safety, and resistance to corrosion.

•Floor The floor plate is to be constructed of a minimum of 1/8" treadplate with a 1 3/8" return

flange on each side. The side compartment back panel should overlap and interlock with

the floor flange, providing support for the weight of the side compartment.

•Understructure Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield

strength.

•Doors The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors

are to be double paneled with internal reinforcements for durability.

•Hinges Corrosion resistant all stainless-steel continuous hinges are to be installed to provide full

length support for the doors and pry-proof security with a built-in weather shield. Hinges for the side compartment doors are to be spot welded to the doorframes. Hinges for both

the rear doors and the conduit chute doors are to be attached with non-corrosive

aluminum rivets with stainless steel mandrels. Hinges must be supported with a six-year

warranty.

•Rotary Latches Corrosion resistant rotary latches shall be secured to the door panels by four fasteners

attached to the back of the latches. Latches must have zinc die cast handles with a brushed chrome finish that provides ample hand clearance surrounded by an injection-molded glass and mineral infused UV resistant nylon housing. The latches must also have an internal injection molded glass and mineral infused UV resistant nylon cover for protection from the contents of the compartments. The rotary latches are to be latch able. The latching cams are to be elongated to allow the latches to move vertically relative to the lock strikes to prevent torsional damage. Microcellular urethane foam gaskets are to be installed between the latch flange and the outer door skin to prevent moisture from entering the compartment behind the latch. Lock cylinders are to be flush

mounted for additional security.

•Door Strikers Adjustable strikers are to be affixed to the side compartment doorframes with screws.

(Welded-on door strikers are not acceptable.)



Door Seals

Automotive "bulb type" neoprene door seals are to be installed by on all doorframes.

Door Retainers

Double spring over center door retainers are to be installed on all vertical doors. Door retainers need to hold doors in positive open or closed position. (Other types of retainers. like cables or chains, are not acceptable) Horizontal doors are to be secured in an open position parallel to the ground by heavy-duty chain retainers. The chain retainers must be easily removable so that the door can be opened to a full 180 degrees to be able to access the compartment in tight areas.

Shelving

Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs.

 Master Lock System

Each lower side pack on the body shall include a sliding bar master lock that secures all of the doors along that side of the body with an exterior padlock (not included). Each master lock bar shall be spring-loaded to hold the sliding bar in the open position so the side doors are only obstructed when the master lock is being held into place by a padlock

Interior Light Guard

Light guards are to be installed by the body manufacturer to provide protection for light mounting hardware, light connection points, and wiring harness.

•Interior Dome Lights

The cargo area of the body shall be illuminated by two overhead dome lights switched at the rear of the body thus eliminating the need to climb into the load area to operate the lights.

•Roof Construction The roof is to be constructed of 16-gauge A40 Galvanneal steel. The roof is to be tapered and crowned across the top for additional strength. The roof is to be reinforced by cross braces and is to feature two lockable rear conduit chute doors (one on each side). These conduit chute doors are to have corrosion resistant rotary latches. These latches are to be slam-latchable and shall be keyed the same as the rest of the exterior doors. These doors are to have adjustable door strikers attached to the doorframes with screws.

•Rear Cargo Doors

The rear cargo doors are to be a double panel construction with a 20 gauge A40 Galvanneal steel outer panel and a 14 gauge A40 Galvanneal steel inner liner. Each door is to have a nitrogen gas door retainer to assist in both the opening and closing of the door. Each door is to be designed so that all door rods and latching hardware is concealed between the outer door panel and interior door liner. The rear cargo doors are available with, or without glass. If glass is selected, specifications consist of a minimum 7" X 24" fixed tempered glass window installed in each door and protected by an 18 gauge bright spangled galvanized steel punched window guard.



•Exterior Prime

**Paint** 

The body is to be completely immersed in electrodeposition gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard durable finish.

Interior Paint

Interior paint is to be a mid-gloss, mar resistant, light gray finish.

Undercoating

The body is to be completely undercoated by the body manufacturer using a water base acrylic.

Warranty

The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record.

No Rust-Thru Guarantee

Continuous Door Hinges –Guaranteed not to fail or come off product Latches and Lock Cylinders –Unconditional guarantee against failure.

Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load.

Lighting

Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a mesh loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with OEM chassis without splicing. Rear lighting system to feature surface mount stop/tail/turn/backup lights, with LED strobe option having (8) selectable patterns, and built-in reflectivity for additional safety. Lighting system is to feature all LED type lighting. Having incandescent lights in any location is not acceptable.

\*Updated 2/20/23

KNAPHEIDF

Welcome, Chuck Turner [Log Off]

Knapheide Product Guide [2427] **Knapheide Product Guide** Documentation In Stock Inventory and Lead Time Summary kc108h **≡** Builds ØS Start Over T 80.24 MOUNTED BODY 59.99 ROUT HEIGHT **(A)** ,0, (E) .O. 24.17 (Ĉ) 40.06 REAR VIEW CURB SIDE 20 06 - 20.06 -27.25 35.27 107.27 54.00 - 94.11 CLEAR DOOR OPENINGS WIDTH 29.50 21.50 HEIGHT (STD) 33.50 33.50 FRONT (3) (B) (C) DIMENSIONS CLEAR DOOR INTERIOR CLEAR CLEAR DIOOR HE GHT (E) WIDTH (D) 49 50 63.10 AUTOMOTIVE STYLE 2-STAGE ROTARY PADDLE LATCHES STREET SIDE E COAT PRIME - ADVERTISING AREA: 45,00" HIGH x 104,25" WIDE ---- 44.75 30.05 27.25 BELWING HAT RELEASED, VERSION: 24 KC 108 CANOPY ROOF BODY HIGH MAPHEIDE 3 44849 #35192385 REPLACES #20165900 NUCHMENTA TOZUGUOZN TAC SEVEC O CHANGE DESCRIPTION REVISION STATUS KC108H2094 44549

#### KC108H2094 - KUV-Chassis Cab - Steel KUV's

#### Prices include the following standard features:

- Two (2) adjustable divider shelves, street and curb side front vertical compartments (all compartments ahead of horizontal)
- One (1) adjustable divider shelf, street and curb side rear vertical compartments (all compartments behind horizontal)
- One (1) adjustable divider shelf, curb side horizontal compartment
- Two (2) full length shelves each side in interior of body on L, M and H models (one on top of compartment and one fixed shelf in roof). One (1) full length shelf each side in interior of body on U models (on top of compartment)
- Rivelless rotary slam latches on all side doors with double spring over center door retainers on all vertical doors.
- Double panel Galvanneal rear doors with rivetless latch and solid panel with no glass
- Two (2) rear access doors with rivetless latches on upper roof structure
- 9" x 30" glass window in front bulkhead

#### 5/13/25, 7:18 AM

#### Knapheide Product Guide

- · Master Locks installed on both sides and Grab handle at right rear in cargo area
- Complete surface mounted light kit with 6-circuit wire harness, all required lights, and 2 interior LED dome lights (all light holes pre-punched)
- · Light mounting holes for Knapheide lights

GM chassis require 20051490 supplimental front mounting kit.

- \* NOTE: Included harness requires 6-circuit harness adapters for chassis other than Ford Super Duty Cab Chassis. Harness is plug compatible with Ford Super **Duty Cab Chassis.**
- \*\*Not compatible with 2019 and later GM C45/55/6500 and International CV chassis with rear air ride suspension and 40 gallon rear fuel tank\*\*

Weight: 2098lbs

#### Applicable Chassis:

- 60" CA DRW 89 60" CA DRW 94
- 60" CA DRW GM C45/55/6500 Navistar CV

#### Literature

New Body & Bumper Mounting Stud Bulletin-Work Instructions.pdf Knapheide All Products Brochure.pdf

Ram KUVcc Body Literature.pdf

GM KUVcc Body Literature.pdf International CV Series Literature.pdf Knapheide Steel Product Warranty.pdf

Service Body Application Guide.pdf Ford KUVcc Body Literature.pdf

Installation Kit Reference 2024.pdf
Bid Spec Steel KUVcc and KUVLCF Bodies.pdf

Isuzu Literature.pdf

Chassis No Chassis Selected

Body
KC108H2094 - KUV-Chassis Cab - Steel KUV's 107.250" Long X 94.00" Wide Price: \$11,935.00 Standard Body Available (Week Of):: In Stock - Limited Availability

> **Options and Accessories** Click HERE

> > **Training Tools**

SPRAYED ON TRUCK LINER

The High Impact
Protection System
For The Life
Of Your Truck!

Let Vortex protect your truck and your investment with the Vortex Seamless Sprayed on Liner System

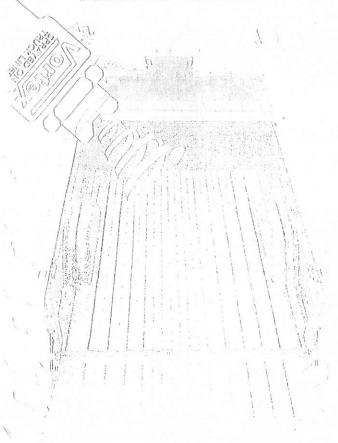
SPRAYED ON TRUCK LINER

Watching watch of Care in 170, WA Street in 180, was a few of the Arman and Arman

Each Office Independently Owned & Operated

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SPRAYED ON TRUCK LINER



Applied with the exclusive Vortex™ Sprayliner System





The Vortex Sprayliner is the best choice of liners. The unique "Vortex Pebble Seal<sup>TM</sup>" surface is smooth to the touch, easy to clean, yet won't

sand down your precious cargo as with coarse spray on liner systems.



Insulates and sound proofs your truck.



Backed by
a full written
warranty, there's nothing better.

The high build material form fits into every contour of your truck.

It is permanently bonded to seal off water, rust & corrosion from attacking the bed of your truck.

High Impact
Vortex Pebble Seal<sup>TM</sup> Surface
Abrasive Resistant
Choice of Colors
UV Protection

Rust Proof

Whatever the Vortex takes the



High impact resistant to over 50,000 psi. Perfect for construction work or small jobs around the home

Vortex M Is Also Great For:

RV/Mobile Florme Roofs Farm Equipment Cantainment Fomils Florac/Stock Frailers De alles Banati Deralles Tiank Prantese in Canamerice Wal

Patented // 6,533,189 Other Patents Pendo

## RFQ # 17D 250505-239 Low Service body DRW with Slide Top

The following	abbreviations	must be used
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Х	Standard or as specified
N/A	Not Available
DI	Dealer Installed
AE	Approved Equal

	1.0 Steel Service Body	Abbreviation	Actual Dimensio n	Notes
1.1	Steel Service Body shall have a minimum body size of 108" Length and Width 94"	AE		107.25"
1.2	Body shell must be a minimum of 14-gauge.	X		
1.3	The body interior height shall be a minimum of 40" inches.	X		
1.4	Compartment back is to be one-piece seamless design.	X		
1.5	Drip rails above all doors. All doors, door openings, drip rails, and other exposed steel edges to be hemmed for strength and safety.	X		

1.6	The front corner of the body shall have stainless steel or aluminum diamond plates to prevent road debris damage to the body. Corners need to be rounded to prevent sharp edges.	X		
		,		
1.7	If available, preferably a power coated body	AE		Base coat / clear coat
1.8	A complete body mounting bit	X		
1.0	A complete body mounting kit	^		
1.9	Aluminum fuel cone	X		
	7 Harring Hadroone	^		
1.10	Rear mud flaps	X		
			1	
1.11	Manufacturer's standard step type bumper with recess and anti-skid surface, bolted securely to truck chassis frame. Minimum twelve 12" treadplate rear tail shelf extension.	X		
1.12	The Hitch shall be class V, rated at a minimum of 16,000 lbs. gross trailer weight, minimum 2 square receiver opening with 7-prong Round pin trailer plug-in (see Wire Diagram below). RV plugs will not be accepted.	X		
	2.0 Compartments	Abbreviation	Actual Dimensio n	Notes

2.1	Two (2) Horizontal compartments minimum 16" H X 40" W with four shelf separators.	AE	Curbside & streetside 43.5" wide x 13.5" high	If you add these specs,the body would be 120" long which would be an 11' body
2.2	Four (4) Vertical compartments minimum 24"H X 40" W with three adjustable shelfs.	AE	Curbside front 33.5"h x 29.5" W. Steetside 21.5"W x 33.5" H	If you add these specs,the body would be 120" long which would be an 11' body
2.3	Heavy Duty, closed cell automotive type weather-stripping continuous with no break for door latches.	X		
2.4	Shelving and compartment partitions shall be removable allowing for the creation of various compartment interior arrangements.	X		
2.5	The two horizontal compartments shall have four shelf separators for each.	X		
2.6	The four vertical compartments shall have three adjustable shelves for each Compartments.	X		
2.7	Horizontal doors shall have heavy-duty coated cable supports which are easily removable to allow the door to drop down.	X		

2.8	All vertical doors shall have spring loaded door retainers which are easily detachable to allow the door to swing 180°.	X		
2.9	Flow through ventilation system.	AE		Fabricate louvers
2.10	All locks, latches, hinges, and any other hardware to be stainless steel.	X		
2.11	Compartment shelving shall be adjustable on 2" centers.	X		
			·	
2.12	Shelving shall have flex-glow compartment lighting or equivalent.	X		
	3.0 Floor	Abbreviation	Actual Dimensio n	Notes
3.1	Minimum 1/8" x 53" steel treadplate with 4" structural steel understructure and four, 14-gauge floor stiffeners interlaced with crossmembers.	Х		

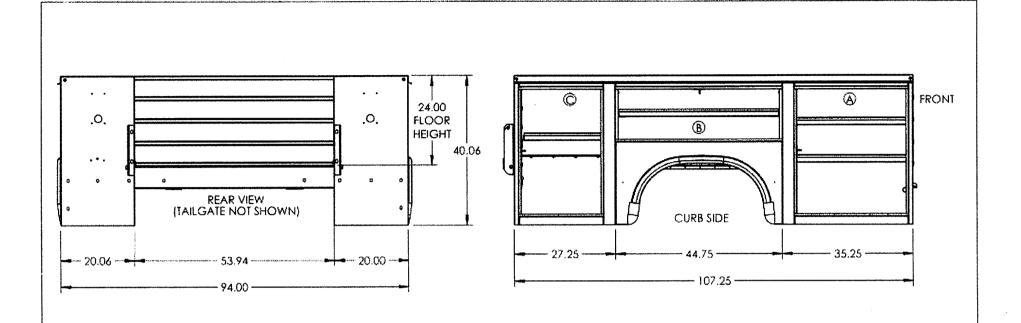
	4.0 lights	Abbreviation	Actual Dimensio n	Notes
4.1	FMVSS LED lighting package. Quick connect loomed wiring harness. Flush mounted tail and backup lights, clearance lights and reflectors. License plate light with bracket.	X		
4.2	All wire splices shall be either soldered or barrel connected and covered with automotive type shrink tubing (Scotch type wire connections and / or electrical tape are not acceptable in any application).	X		
4.3	All wiring must be protected by wire loom and be weatherproof, soldered connections and heat shrink wrap must be used on all wiring.	X		
4.4	All wiring and hoses shall be mounted routed and fastened in a professional manner to prevent chafing, rubbing, etc.	X		
4.5	Rear Marker lights	X		
4.6	7 Way Round Pin Vehicle Connector	X		

	Outside 7 Way Round Pin Vehicle Connector Inside Brown Tail and Running Lights Orange Battery Charge Blue Auxiliary Circuit Circuit Right Turn & Hazard Stop Lamps  Auxiliary Circuit Auxiliary Circuit Stop Lamps  Auxiliary Circuit Stop Lamps			
	5.0 Body Under Coating	Abbreviation	Actual Dimensio n	Notes
5.1	Complete underside of body shall be fully prepped and undercoated with rock guard material. (Rhino Liner)	AE		Vortex

	6.0 Accessories		Abbreviation	
6.1	Slide top with latch in open & closed position painted matching color.	Х		
	7.0 PAINT		Abbreviation	
7.1	Body painted with T009-YL14 Gloss Power Coated FS #13538 or 953-YP-326 or equivalent). With non-skid finish on compartment tops.			
	8.0 WARRANTY		Abbreviation	
8.1	The manufacturer's standard warranty will apply.	X		
8.2	Terms and conditions of warranty must be provided with bid proposal.	X		
8.3	The manufacturer's warranty will start with the vehicle inservice date.	X		
8.4	The manufacturer's warranty will start with MDOT in-service date.	X		
8.5	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
8.6	In-Service Date: The unit (s) shall not be placed in service immediately because of a time lag due to installation of components, special equipment, or other delays. The warranty shall be active from the date the vehicle is the actual placed in	X		

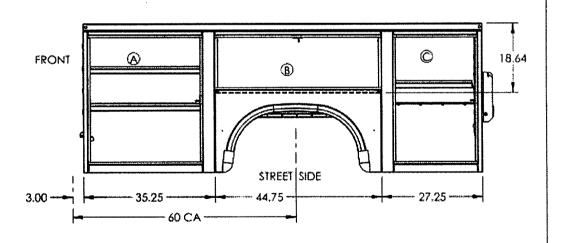
9.0 General Abbreviation				
reserves the right to perform any and all warranty "in house" to meet operational needs or demand with the exception of axle rebuild or repair unless pre-authorization by vendor. Fleet Services will recover all parts and labor cost as allowed by manufacturer's flat rate manual. O.E.M parts may be supplied at no cost by the manufacturer or dealer or may be purchased by Fleet Services on the open market to meet operational demand. Any and all defective parts will be returned to the manufacturer or dealer upon request.  8.8 The vendor shall be (100%) responsible for all repair costs to include parts, labor during the warranty period.  9.0 General  9.1 Bid price to include body, bumper and trailer hitch to fit latest Ford F350 chassis with a 60-inch CA and Dual rear wheels. Delivery to Maine DOT Fleet Services 66 Industrial Drive Augusta, Maine included.  9.2 Option for mounting/painting the complete body priced separately.  9.3 Backup alarm conforming to SAEJ 994 and OHSA requirements.  X  9.4 All components shall be E-Coat priming and corrosion protection.		9		
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protection.	9.3	Backup alarm conforming to SAEJ 994 and OHSA requirements.	. X	
9.5 All terminals, ground and power shall have anti corrosion spray.	9.4		X	
9.5 All terminals, ground and power shall have anti corrosion spray.			. 1	
	9.5	All terminals, ground and power shall have anti corrosion spray.	X	

Do not use wire ties.	
Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturers performance data, delivery schedule, parts availability and other items deemed appropriate.	X
Ridders are required to provide sufficient information with their	X
bid such as manufacturer's brochures, etc. and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair part for the equipment that is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids.	
Bidders shall supply a specification sheet with their bid proposals.	K
	·-
paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be considered that the vendor will comply with all specifications as listed.	X
All exterior trailer wiring shall be professionally installed and run in suitable weather resistant loom or conduit (professionally secured). Using Factory trailer harness.	X
All wire splices/connectors (if applicable) shall be shrink tube barrel type or soldered and shall be sealed with weatherproof automotive type shrink tubing, Scotch lock type (wire piercing) connectors are not acceptable in any application.	X
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CLEAR DOOR OPENINGS							
A B C							
WIDTH	29.50	43.50	21.50				
HEIGHT (STD)	33.50	13.50	33.50				
	<del></del>	A					

- AUTOMOTIVE STYLE 2-STAGE ROTARY PADDLE LATCHES
- E-COAT PRIME & UNDERCOAT
- NO DOOR SEAL INSTALLED



		R	ELEASED, VERSION: 30				DESCRIPTION OF THE PROPERTY OF	BODY UTILITY 6108D54-S KNAP LT	85 521	ADM MALE	10/4/2019
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# GUIDE TO PREPARING BID SPECIFICATIONS FOR STEEL SERVICE BODIES\*

The following specification information has been written to assist fleet administrators, chassis and application engineers, as well as purchasing agents in preparing bid specifications using the Knapheide Steel Service Body\* as the standard of compliance:

Body Shell

The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion.

•Floor

The floor plate is to be constructed of a minimum of 12-gauge tread plate with a 1 3/8" return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.

Understructure

Cross sills are to be constructed from 11-gauge steel with 50,000-psi minimum yield strength.

Tailgate

The tailgate is to be constructed of 18-gauge two-sided A40 Galvanneal steel. The tailgate is to be a minimum of 12" high and be a slam-latchable style. In the open position, the tailgate shall be level with the cargo floor. The tailgate shall not have any cables, chains, or bars to support it in the open position so it can be used as a work surface for objects wider than the tailgate.

Doors

The doors are to be constructed of 20 gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with internal reinforcements for durability.

Hinges

Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot-welded to the doorframes and must be supported with a six-year warranty.



#### Rotary Latches

Corrosion resistant rotary latches shall be secured to the door panels by four threaded studs attached to the back of the latches. Latches must have zinc die cast handles with a brushed chrome finish that provides ample hand clearance surrounded by an injection-molded glass and mineral infused UV resistant nylon housing. The latches must also have an internal injection molded glass and mineral infused UV resistant nylon cover for protection from the contents of the compartments. The rotary latches are to be slam-latchable. The latching cams are to be elongated to allow the latches to move vertically relative to the lock strikes to prevent torsional damage. Microcellular urethane foam gaskets are to be installed between the latch flange and the outer door skin to prevent moisture from entering the compartment behind the latch. Lock cylinders are to be flush mounted for additional security.

Door Strikers

Adjustable strikers are to be affixed to the doorframes with screws. (Welded-on door strikers are not acceptable.)

Door Seals

Automotive "bulb type" neoprene door seals are to be installed on all doorframes.

Door Retainers

Double spring over center door retainers are to be installed on all vertical doors. Door retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable for vertical doors.) Horizontal doors are to be secured in an open position parallel to the ground by heavy-duty chain retainers. The chain retainers must be easily removable so that the door can be opened to a full 180 degrees to be able to access the compartment in tight areas.

Shelving

Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have divider slots on 4" centers. A select number of hemmed dividers are included with each shelf. Shelves need to have a minimum capacity rating of 250 lbs.

•Exterior Prime Paint

The body is to be completely immersed in electrodeposition gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard durable finish.

Interior Paint

Interior paint is to be a mid-gloss, mar resistant, light gray finish.

Undercoating

The body is to be completely undercoated by the body manufacturer using a water base acrylic.



Warranty

The following items are to be covered by a minimum six (6) year limited

warranty to the first owner/user of record.

No Rust-Thru Guarantee

Continuous Door Hinges –Guaranteed not to fail or come off product Latches and Lock Cylinders –Unconditional guarantee against failure. Shelves –Guaranteed not to fail in bending under a maximum 250 lb.

rated load.

•Lighting (optional) Lighting is to meet all FMVSS standards. The wiring harness is to be

encased in a mesh loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with OEM chassis without splicing. Rear lighting system to feature surface mount, stop/tail/turn/backup lights, with LED strobe option having (8) selectable patterns, and built-in reflectivity for additional safety. Lighting system is to feature all LED type lighting. Having incandescent

lights in any location is not acceptable.

•Lighting Wire All interior wiring must be retained by a mechanical fastening system.

Other methods of securing the wiring, such as adhesive-backed holders,

are unacceptable.

•Interior Light Guard

Light guards are to be installed by the body manufacturer to provide

protection for light mounting hardware, light connection points, and wiring

harness.

\*Updated 2/20/23

#### **Product Warranty - Six Years with Unlimited Mileage**

The Knapheide Manufacturing Company (hereinafter referred to as "Knapheide") guarantees the Service Body, KUV Body, Crane Body, Line Body, Combo Body, KnapKap, KnapPack and Toolbox sheet metal components will not "rust-through" as defined below. Knapheide branded NXG door latches (black nylon pan and chrome handle), lock cylinders, and standard door hinges are guaranteed not to fail to operate due to a mechanical failure, and standard compartment shelving is guaranteed not to bend under the rated load of 250 pounds for a period of six years with unlimited mileage.

#### Product Warranty - Three Years or 36,000 Miles, Whichever Occurs First

Knapheide guarantees the Platform Body, Gooseneck Body, Dump Body, and Forestry Body will not "rust-through" as defined below. Knapheide guarantees the Service Body, KUV Body, Crane Body, Line Body, KnapKap, KnapPack, Toolbox, Platform Body, Gooseneck Body, Dump Body, Forestry Body and the Knapheide power locking (E-lock) system and hydraulic hoist (Knaphoist) to be free from defects in material and and/or workmanship for a period of three years or 36,000 miles, whichever occurs first.

#### Warranty Coverage Duration and Limitation

The warranty period begins on the date of purchase by the end-user, or one year from the date the product is shipped from Knapheide, whichever occurs first. This warranty is valid for product shipped from Knapheide after January 1, 2020 and remains mounted upon the chassis it was originally installed, as solely determined by Knapheide. Knapheide will pay the cost of material and labor to repair or replace the defective product and reserves the sole right to inspect product claimed for warranty and determine the best course of action to remedy the warranty claim.

#### **Exclusions from Warranty**

- 1. Product not installed by an authorized Knapheide distributor or agent.
- 2. All accessions (additions, add-on attachments, etc.) to the product not manufactured by Knapheide.
- 3. Stainless steel latches or riveted-on latches, all non-NXG Knapheide branded latches.
- 4. All product repairs, modifications and alterations performed without written authorization of Knapheide.
- 5. Products exhibiting damages or fatigue fractures due to accident, misuse, abuse, neglect, overloading, improper installation, severe off-road applications or twisting loads induced by cranes or aerial devices.
- 6. Products not maintained per Operation & Maintenance Manual.
- 7. Products sold by Knapheide but not manufactured by Knapheide (i.e. cranes, aerial lifts, lift gates, generators, compressors, pumps, hydraulic or pneumatic reservoirs etc.) Note: These products are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.
- 8. Paint, decals, or any finish (collectively "finish") not applied by Knapheide. Finish deterioration caused by chemical reactions including, but not limited to, acid rain, industrial fallout or improper cleaning materials. Provided, however, that as limited above, Knapheide warrants the product finish applied by Knapheide for one year from the beginning of the warranty period.
- 9. "Rust-through" of products for which the finish was not applied by Knapheide or an authorized agent, or where the product was used to transport corrosive materials. Note: "rust-through" is defined as corrosion that has created a hole through the metal.
- 10. Products purchased or used outside the U.S.A. and Canada.

KNAPHEIDE HEREBY DISCLAIMS AND EXCLUDES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Limitations of Liability**

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KMC OR ITS AFFILIATE OR SUBSIDIARY COMPANIES, OR THEIR RESPECTIVE DIRECTORS', OFFICERS', SHAREHOLDERS', EMPLOYEES' OR AGENTS' (HEREINAFTER COLLECTIVELY "KNAPHEIDE") TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT EXCEED THE AMOUNT OF THE PROCEEDS RECEIVED BY KNAPHEIDE PURSUANT TO ANY CONTRACT OF SALE OR PURCHASE ORDER.

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KNAPHEIDE BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

#### **How to Apply for Warranty Coverage**

All claims are handled by contacting your nearest Knapheide Distributor or by contacting Knapheide Product Support. Visit www.knapheide.com for Knapheide Distributor and Product Support contact information.

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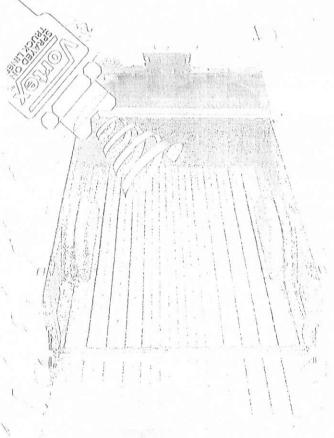
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Each Office Independently Owned & Operated

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SPRAYED ON TRUCK LINER



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Applied with the exclusive Vortex<sup>TM</sup> Sprayliner System





The Vortex Sprayliner is the best choice of liners. The unique "Vortex Pebble Seal<sup>TM</sup>" surface is smooth to the touch, easy to clean, yet won't

sand down your precious cargo as with coarse spray on liner systems.



Insulates and sound proofs your truck.



Backed by a full written

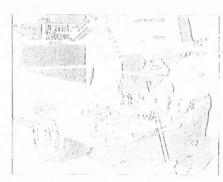
warranty, there's nothing better.

The high build material form fits into every contour of your truck.

It is permanently bonded to seal off water, rust & corrosion from attacking the bed of your truck.

High Impact Vortex Pebble SealTM Surface Abrasive Resistant Choice of Colors UV Protection Rust Proof

> Whatever the Vortices talkes the



High impact resistant to over 50,000 psi. Perfect for construction work or small jobs around the home.

### VortexTM Is Also Great For:

RVMobile Home Roofs Farm Equipment Containment Ponds Horse/Stock Trailers Den las Bosni Deales Thank Province in Committee Wall

Patented # 6.533 189 Other Paterns Pendu

# RFQ # 17D 250505-240 Low Service body with Ladder Rack

The following abbreviations must be used:	Х	Standard or as specified
	N/A	Not Available
	DI	Dealer Installed
	AE	Approved Equal

	1.0 Service Body	Abbreviation	Actual Dimensio n	Notes
1.1	Service Body shall have a minimum body size of 108" Length and Width 80"	AE		107.25"
1.2	Body shell must be a minimum of 14-gauge.	X		
1.3	The body interior height shall be a minimum of 40" inches.	X		
1.4	Compartment back is to be one-piece seamless design.	X		
1.5	Drip rails above all doors. All doors, door openings, drip rails, and other exposed steel edges to be hemmed for strength and safety.	X		

1.6	Complete underside of body shall be	AE	Vortex. Sheet
	fully prepped and undercoated with rock guard material. (Rino Liner)		attached
	g		
1.7	The front corner of the body shall have stainless steel or aluminum diamond	X	Full rock guards
	plates to prevent road debris damage to		
	the body. Corners need to be rounded to		
	prevent sharp edges.		
		-	
1.8	If available, preferably a power coated	AE	Base coat /
	body		clear coat
		,	
1.9	A complete body mounting kit	X	
1.10	Aluminum fuel cone	X	
1.11	Rear mud flaps	X	
1.12	Manufacturer's standard step type	AE	9" wide with 3"
	bumper with recess and anti-skid surface, bolted securely to truck chassis		extension
	frame. Minimum twelve 12" treadplate		
	rear tail shelf extension.		
		I	
1.13	The Hitch shall be class V, rated at a	X	
	minimum of 16,000 lbs. gross trailer		
	weight, minimum 2 square receiver opening with 7-prong Round pin trailer		
	plug-in (see Wire Diagram below). RV		
	plugs will not be accepted.		
<u> </u>			

	2.0 Compartments	Abbreviation	Actual Dimensio n	Notes
2.1	Four (4) Horizontal compartments minimum 16" H X 40" W with four shelf separators.	AE		Body has (2) horizontal compartments. 43" wide & 13.5" high.
2.2	Two (2) Vertical compartments minimum	AE		Body has (4)
	24"H X 40" W with three adjustable shelfs.			vertical compartments. 29.5"wide & 21.5"wide & 33.5" high.
2.3	Heavy Duty, closed cell automotive type weather-stripping continuous with no break for door latches.	X		
2.4	Shelving and compartment partitions shall be removable allowing for the creation of various compartment interior arrangements.	X		
2.5	The two horizontal compartments shall have four shelf separators for each.	X		
2.6	The four vertical compartments shall have three adjustable shelves for each Compartments.	X		

3.1	Minimum 1/8" x 53" steel treadplate with 4" structural steel understructure and four, 14-gauge floor stiffeners interlaced with crossmembers.	X		
	3.0 Floor	Abbreviation	Actual Dimensio n	Notes
2.12	Shelving shall have flex-glow compartment lighting or equivalent.	AE		Knapheide LED kit
2.11	Compartment shelving shall be adjustable on 2" centers.	X		
2.10	All locks, latches, hinges, and any other hardware to be stainless steel.	X		
2.9	Flow through ventilation system.	AE		Vents will be fabricated on both front sides of the body
2.8	All vertical doors shall have spring loaded door retainers which are easily detachable to allow the door to swing 180°.	X		
2.7	Horizontal doors shall have heavy-duty coated cable supports which are easily removable to allow the door to drop down.	X		

	4.0 lights	Abbreviation	Actual Dimensio n	Notes
4.1	FMVSS LED lighting package. Quick connect loomed wiring harness. Flush mounted tail and backup lights, clearance lights and reflectors. License plate light with bracket.	X		
4.2	All wire splices shall be either soldered or barrel connected and covered with automotive type shrink tubing (Scotch type wire connections and / or electrical tape are not acceptable in any application).	X		
4.3	All wiring must be protected by wire loom and be weatherproof, soldered connections and heat shrink wrap must be used on all wiring.	X		
4.4	All wiring and hoses shall be mounted routed and fastened in a professional manner to prevent chafing, rubbing, etc.	X		
4.5	Rear Marker lights	X		
4.6	7 Way Round Pin Vehicle Connector	X		

	Outside Brown Tail and Running Lights Orange Battery Charge Blue Auxiliary Circuit Circuit Circuit Alazard Red Red Red Red Red Red Red Red Red Re			
	5.0 Body Under Coating	Abbreviation	Actual Dimensio n	Notes
5.1	Complete underside of body shall be fully prepped and undercoated with rock guard material. (Rhino Liner)	AE		Vortex liner

	6.0 Accessories	Abbreviation	Actual Dimensio n	Notes
6.1	133" Ladder Rack with adjustable height from 21 to 31 inches, with load rating 1000 pound capacity, black power coated.	AE		162" will be adjusted to 133" spec.
	7.0 PAINT	Abbreviation	Actual Dimensio n	Notes
7.1	Body painted with T009-YL14 Gloss Power Coated FS #13538 or 953-YP-326 or equivalent). With non-skid finish on compartment tops.	AE		Base coat / clear coat

	8.0 WARRANTY	Abbreviation	Actual Dimensio n	Notes
8.1	The manufacturer's standard warranty will apply.	X		
8.2	Terms and conditions of warranty must be provided with bid proposal.	X		
8.3	The manufacturer's warranty will start with the vehicle in-service date.	X		
8.4	The manufacturer's warranty will start with MDOT in-service date.	X		
8.5	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
8.6	In-Service Date: The unit (s) shall not be placed in service immediately because of a time lag due to installation of components, special equipment, or other delays. The warranty shall be active from the date the vehicle is the actual placed in service. MDOT Fleet Services Augusta shall notify the vendor in writing of the "in service" date.	X		
8.7	During the term of the manufacturer's warranty Fleet Services reserves the right to perform any and all warranty "in house" to meet operational needs or demand with the exception of axle rebuild or repair unless pre-authorization by	X		

	vendor. Fleet Services will recover all parts and labor cost as allowed by manufacturer's flat rate manual. O.E.M parts may be supplied at no cost by the manufacturer or dealer or may be purchased by Fleet Services on the open market to meet operational demand. Any and all defective parts will be returned to the manufacturer or dealer upon request.			
8.8	The vendor shall be (100%) responsible for all repair costs to include parts, labor during the warranty period.	X		
	9.0 General	Abbreviation	Actual Dimensio n	Notes
9.1	Bid price to include body, bumper and trailer hitch to fit latest Ford F350 chassis with a 60-inch CA and single rear wheels. Delivery to Maine DOT Fleet Services 66 Industrial Drive Augusta, Maine included.			
9.2	Option for mounting/painting the complete body priced separately.	X		
9.3	Backup alarm conforming to SAEJ 994 and OHSA requirements.	X		
9.4	All components shall be E-Coat priming and corrosion protection.	X		
9.5	All terminals, ground and power shall have anti corrosion spray.	X		

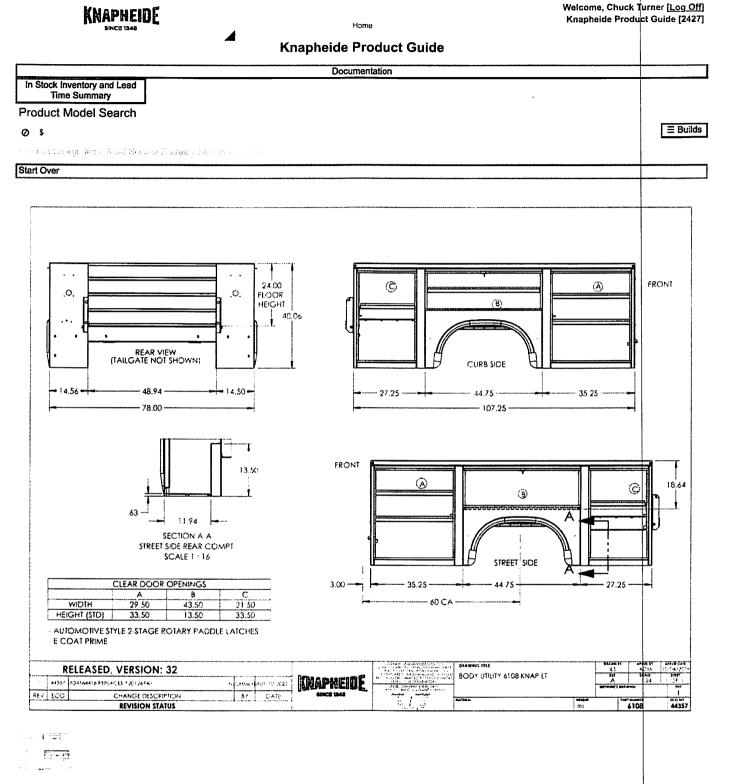
9.6	clamps.	X	
	Do not use wire ties.		
9.7	Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturers performance data, delivery schedule, parts availability and other items deemed appropriate.		
9.8	Bidders are required to provide sufficient information with their bid such as manufacturer's brochures, etc. and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair part for the equipment that is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids.		
9.9	Bidders shall supply a specification sheet with their bid proposals.	X	
9.10	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be considered that the vendor will comply with all specifications as listed.	X	
0.44	All outorior trailor minima aball ba	<u> </u>	
9.11	All exterior trailer wiring shall be professionally installed and run in suitable	X	

	weather resistant loom or conduit (professionally secured). Using Factory trailer harness.		
9.12	All wire splices/connectors (if applicable) shall be shrink tube barrel type or soldered and shall be sealed with weatherproof automotive type shrink tubing, Scotch lock type (wire piercing) connectors are not acceptable in any application.	X	



The Knapheide Manufacturing Company 1848 Westphalia Strasse | PO Box 7140 Quincy, II 62305-7140 www.knapheide.com

Chuck Turner chuck.turner@messerbuilt.com 05/06/25



#### 6108 - Standard - Steel Service Bodies

#### Prices include the following standard features:

- Two (2) adjustable divider shelves & dividers, street & curb side front vertical compartment.

  One (1) adjustable divider shelf & dividers, street and curb side full height rear vertical compartment

  One (1) adjustable divider shelf & dividers, curb side horizontal compartment
- Automotive quality rotary latches & double spring over center door retainers on all vertical doors, one (1) 12" slam tailgate
- Automotive "bulb type" neoprene door seals
- Light mounting holes for Knapheide lights

5/13/25, 8:36 AM

#### Knapheide Product Guide

Weight: 1150lbs

#### **Applicable Chassis:**

• 60" CA SRW

#### Literature

Literature
Knapheide All Products Brochure.pdf
Steel-Service-Body-Literature-Ram.pdf
Steel-Service-Body-Literature-GM.pdf
Steel-Service Body-Literature-GM.pdf
Steel Service Body Clear Door Openings.pdf
Knapheide Steel Product Warranty.pdf
Steel Torsion Box Floor Application Guide (1).pdf
Service Body Application Guide.pdf
International CV Series Literature.pdf
Bid Spec Steel Service Bodies.pdf
Bumper Reference 2023.pdf Bumper Reference 2023.pdf Installation Kit Reference 2024.pdf

Isuzu Literature.pdf Steel-Service-Body-Literature-Ford.pdf New Body & Bumper Mounting Stud Bulletin-Work Instructions.pdf

Chassis No Chassis Selected

Body 6108 - Standard - Steel Service Bodies 107.250" Long X 78.00" Wide Price: \$5,830.00 Standard Body Available(Week Of):: 09/22

**Options and Accessories** Click HERE

Training Tools

#### Product Warranty - Six Years with Unlimited Mileage

The Knapheide Manufacturing Company (hereinafter referred to as "Knapheide") guarantees the Service Body, KUV Body, Crane Body, Line Body, Combo Body, KnapKap, KnapPack and Toolbox sheet metal components will not "rust-through" as defined below. Knapheide branded NXG door latches (black nylon pan and chrome handie), lock cylinders, and standard door hinges are guaranteed not to fail to operate due to a mechanical failure, and standard compartment shelving is guaranteed not to bend under the rated load of 250 pounds for a period of six years with unlimited mileage.

# Product Warranty - Three Years or 36,000 Miles, Whichever Occurs First

Knapheide guarantees the Platform Body, Gooseneck Body, Dump Body, and Forestry Body will not "rust-through" as defined below. Knapheide guarantees the Service Body, KUV Body, Crane Body, Line Body, KnapKap, KnapPack, Toolbox, Platform Body, Gooseneck Body, Dump Body, Forestry Body and the Knapheide power locking (E-lock) system and hydraulic hoist (Knaphoist) to be free from defects in material and and/or workmanship for a period of three years or 36,000 miles, whichever occurs first.

#### Warranty Coverage Duration and Limitation

The warranty period begins on the date of purchase by the end-user, or one year from the date the product is shipped from Knapheide, whichever occurs first. This warranty is valid for product shipped from Knapheide after January 1, 2020 and remains mounted upon the chassis it was originally installed, as solely determined by Knapheide. Knapheide will pay the cost of material and labor to repair or replace the defective product and reserves the sole right to inspect product claimed for warranty and determine the best course of action to remedy the warranty claim.

#### Exclusions from Warranty

- 1. Product not installed by an authorized Knapheide distributor or agent.
- 2. All accessions (additions, add-on attachments, etc.) to the product not manufactured by Knapheide.
- 3. Stainless steel latches or riveted-on latches, all non-NXG Knapheide branded latches.
- 4. All product repairs, modifications and alterations performed without written authorization of Knapheide.
- 5. Products exhibiting damages or fatigue fractures due to accident, misuse, abuse, neglect, overloading, improper installation, severe off-road applications or twisting loads induced by cranes or aerial devices.
- 6. Products not maintained per Operation & Maintenance Manual.
- 7. Products sold by Knapheide but not manufactured by Knapheide (i.e. cranes, aerial lifts, lift gates, generators, compressors, pumps, hydraulic or pneumatic reservoirs etc.) Note: These products are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.
- 8. Paint, decals, or any finish (collectively "finish") not applied by Knapheide. Finish deterioration caused by chemical reactions including, but not limited to, acid rain, industrial fallout or improper cleaning materials. Provided, however, that as limited above, Knapheide warrants the product finish applied by Knapheide for one year from the beginning of the warranty period.
- 9. "Rust-through" of products for which the finish was not applied by Knapheide or an authorized agent, or where the product was used to transport corrosive materials. Note: "rust-through" is defined as corrosion that has created a hole through the metal.
- 10. Products purchased or used outside the U.S.A. and Canada.

KNAPHEIDE HEREBY DISCLAIMS AND EXCLUDES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Limitations of Liability**

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KMC OR ITS AFFILIATE OR SUBSIDIARY COMPANIES, OR THEIR RESPECTIVE DIRECTORS', OFFICERS', SHAREHOLDERS', EMPLOYEES' OR AGENTS' (HEREINAFTER COLLECTIVELY "KNAPHEIDE") TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT EXCEED THE AMOUNT OF THE PROCEEDS RECEIVED BY KNAPHEIDE PURSUANT TO ANY CONTRACT OF SALE OR PURCHASE ORDER.

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KNAPHEIDE BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

#### **How to Apply for Warranty Coverage**

All claims are handled by contacting your nearest Knapheide Distributor or by contacting Knapheide Product Support. Visit www.knapheide.com for Knapheide Distributor and Product Support contact information.



# GUIDE TO PREPARING BID SPECIFICATIONS FOR STEEL SERVICE BODIES\*

The following specification information has been written to assist fleet administrators, chassis and application engineers, as well as purchasing agents in preparing bid specifications using the Knapheide Steel Service Body\* as the standard of compliance:

•Body Shell The body shell is to be constructed of 14-gauge two-sided A40

Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to

corrosion.

•Floor The floor plate is to be constructed of a minimum of 12-gauge tread plate

with a 1 3/8" return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support

for the weight of the side compartment.

•Understructure Cross sills are to be constructed from 11-gauge steel with 50,000-psi

minimum yield strength.

•Tailgate The tailgate is to be constructed of 18-gauge two-sided A40 Galvanneal

steel. The tailgate is to be a minimum of 12" high and be a slam-latchable style. In the open position, the tailgate shall be level with the cargo floor. The tailgate shall not have any cables, chains, or bars to support it in the open position so it can be used as a work surface for objects wider than

the tailgate.

•Doors The doors are to be constructed of 20 gauge two-sided A40 Galvanneal

steel. The doors are to be double paneled with internal reinforcements for

durability.

•Hinges Corrosion resistant all stainless steel continuous hinges are to be

installed to provide full length support for the doors and pry-proof security

with a built-in weather shield. Hinges are to be spot-welded to the doorframes and must be supported with a six-year warranty.



#### Rotary Latches

Corrosion resistant rotary latches shall be secured to the door panels by four threaded studs attached to the back of the latches. Latches must have zinc die cast handles with a brushed chrome finish that provides ample hand clearance surrounded by an injection-molded glass and mineral infused UV resistant nylon housing. The latches must also have an internal injection molded glass and mineral infused UV resistant nylon cover for protection from the contents of the compartments. The rotary latches are to be slam-latchable. The latching cams are to be elongated to allow the latches to move vertically relative to the lock strikes to prevent torsional damage. Microcellular urethane foam gaskets are to be installed between the latch flange and the outer door skin to prevent moisture from entering the compartment behind the latch. Lock cylinders are to be flush mounted for additional security.

Door Strikers

Adjustable strikers are to be affixed to the doorframes with screws. (Welded-on door strikers are not acceptable.)

Door Seals

Automotive "bulb type" neoprene door seals are to be installed on all doorframes.

Door Retainers

Double spring over center door retainers are to be installed on all vertical doors. Door retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable for vertical doors.) Horizontal doors are to be secured in an open position parallel to the ground by heavy-duty chain retainers. The chain retainers must be easily removable so that the door can be opened to a full 180 degrees to be able to access the compartment in tight areas.

Shelving

Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have divider slots on 4" centers. A select number of hemmed dividers are included with each shelf. Shelves need to have a minimum capacity rating of 250 lbs.

•Exterior Prime Paint

The body is to be completely immersed in electrodeposition gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard durable finish.

Interior Paint

Interior paint is to be a mid-gloss, mar resistant, light gray finish.

Undercoating

The body is to be completely undercoated by the body manufacturer using a water base acrylic.



Warranty

The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record.

No Rust-Thru Guarantee

Continuous Door Hinges -Guaranteed not to fail or come off product Latches and Lock Cylinders - Unconditional guarantee against failure. Shelves -Guaranteed not to fail in bending under a maximum 250 lb.

rated load.

•Lighting (optional) Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a mesh loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with OEM chassis without splicing. Rear lighting system to feature surface mount, stop/tail/turn/backup lights, with LED strobe option having (8) selectable patterns, and built-in reflectivity for additional safety. Lighting system is to feature all LED type lighting. Having incandescent lights in any location is not acceptable.

Lighting Wire

All interior wiring must be retained by a mechanical fastening system. Other methods of securing the wiring, such as adhesive-backed holders, are unacceptable.

Interior Light Guard

Light guards are to be installed by the body manufacturer to provide protection for light mounting hardware, light connection points, and wiring harness.

\*Updated 2/20/23



13-1/2 Foot Black Service Body Ladder Rack

Buyers Part Number: 1501250

Buyers Products Heavy-Duty Universal Black Steel Ladder Rack for Service Bodies fits both single and dual rear wheel utility vehicle compartments to keep ladders secured.

- Maximum corrosion resistance with a "wrinkle" powder coat and rust-inhibiting e-coat.
- Carry large ladders and loads up to 1,000 lb.
- · Built-in tie points keep cargo under control.
- Rear crossbar can be removed for loading large items into the truck bed.
- Built-in grab handles for added stability when getting in and out of the truck bed.



# **Specifications**

Application Specific (Y/N)	Yes	Application Summary	Service Body Truck
Color	Black	Finish	E-Coat and Powder Coat
Length (in.)	162.0"	Load Capacity (lbs.)	1000 lb
Material	Carbon Steel	Mount Type	Bolt On
Vehicle Type	Single & Dual Rear Wheel Utility Compartments	Width (in.)	66.0"
Shipping Weight	160.005 lb		

#### **RIDER B: TERMS and CONDITIONS**

- 1. **<u>DEFINITIONS</u>**. The following definitions are applicable to these standard terms and conditions:
  - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
  - d. The term "OSPS" shall refer to the State of Maine Office of State Procurement Services.
  - e. The term "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term "Contract" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.

# 2. <u>WARRANTY</u>. The Provider warrants the following:

- a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
- b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
- c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.

3. <u>TAXES.</u> Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for

the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.

- 4. PACKING AND SHIPMENT. Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 5. <u>DELIVERY.</u> Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.
- **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
- 7. <u>INSPECTION.</u> All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.
- **8. INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for

withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.

- 9. MODIFICATIONS. OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.
- **10. TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
  - a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
  - b. If Provider fails to deliver specified materials or services, or
  - c. If Provider fails to perform any of the provisions of this Agreement, or
  - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
  - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
  - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

- 11. <u>NON-APPROPRIATION.</u> Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.
- **12. GOVERNMENTAL REQUIREMENTS**. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- **13.** GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- **14.** <u>DISPUTES.</u> OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

- 15. <u>SUBLETTING</u>, <u>ASSIGNMENT OR TRANSFER</u>. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 16. <u>STATE HELD HARMLESS</u>. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 17. <u>NON-COLLUSION</u>. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The abovementioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- **18.** MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.
- **19. ORDER OF PRECEDENCE**. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
  - a. Exceptions If applicable
  - b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
  - c. Scope of Work If applicable
  - d. Vender Agreement Included at Department's Discretion
  - e. Other Included at Department's Discretion
- 20. <u>CYBERSECURITY AND PROHIBITED TECHNOLOGIES.</u> The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
  - a. is not a foreign adversary business entity, <a href="https://www.maine.gov/oit/prohibited-technologies">https://www.maine.gov/oit/prohibited-technologies</a>, <a href="https://www.maine.gov/oit/prohibited-technologies">Title 5 MRSA §2021 (3)</a>; and

 is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <a href="https://www.maine.gov/oit/prohibited-technologies">https://www.maine.gov/oit/prohibited-technologies</a>, <a href="https://www.maine.gov/oit/prohibited-technologies">https://www.maine.gov/oit/p

Contracts entered into by a state agency in violation of <u>Title 5 M.R.S. §2030-B</u> are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, <u>Title 5 MRSA §2030-A</u>.

21. <u>TARIFFS</u>. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

# **RIDER C: EXCEPTIONS TO RIDER B**

Not Applicable

#### RIDER D: RESPONSIBLE BIDDER CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name:	Title:
Chuck Turner	Sales Representative
Authorized Signature:  Signed by:  The Turner  TE124EF3AB334E0	Date: 6/25/2025

## Appendix F

# STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES OFFICE OF STATE PROCUREMENT SERVICES

### MaineDOT CERTIFICATIONS

# RFQ # 17D 250502-238 Hi Top Service Body DRW

#### 1.0 NONCOLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
- 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated \$/15/25

CHICK TURNER

Printed name of Person Bidding

uthorized Signature

Title

# 2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

- 1. EQUIPMENT: STEEL KC SERVICE BOOM
- 2. <u>DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR</u>
  REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)

SER ATTACHED

3. EQUIPMENT INFORMATION:

YEAR: 2005 EQUIPMENT MAKE: KNAPHEIDE

EQUIPMENT MODEL: KC 108H 2094

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED

SEE ATTACHEND

5. BASIC EQUIPMENT WARRANTY DESCRIPTION

6 YEAR; FOR NO RUST-THEN LATCHES & LOCK CYLINDERS CONTINUS DUR HINGES SHELVES

6. NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.

WARRANTY AND SERVICE FACILITIES MESSEL TWOK! VAN

ADDRESS 1: 170 WARREN AVE. - WESTBEWK, ME. 04092

ADDRESS 2: ADDRESS 3: ADDRESS 4:

ADDRESS 5:

CONTACT NAME: CANCL TURNEL TELEPHONE: 207 - 854-9751

EQUIPMENT PARTS PROVIDER: MASSER TWIK & VAN

ADDRESS: 170 WARREN AVE. - WESTBROK, MR. 04092

CONTACT NAME: CHUCK TUNK TELEPHONE: 207-887-7014

Attach written explanation describing the locations of the facilities, the contact name and number at each

facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.

Dated 5/15/25

Print Name CHUCK TURNER

Company Name Masser Touck ; VAN

#### 3.0 SPECIFICATION COMPLIANCE

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

Dated 5/15/25

CHICK TURNER Printed name of Person Bidding

Title SALES REA.

# Appendix F

# STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES OFFICE OF STATE PROCUREMENT SERVICES

# **MaineDOT CERTIFICATIONS**

# RFQ # 17D 250505-239 Low Service body DRW with Slide Top

### 1.0 NONCOLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
- 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated  $5/15^{-}/25^{-}$ 

Printed name of Person Bidding

CHUCK TURNER

Authorized Signature

Title Salas Rap.

# 2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

State of Maine RFQ# 17D 250505-239 Rev. 1/28/2025

- 1. EQUIPMENT: STEEL SEWICE BODY
- 2. <u>DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR</u>
  REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)

See attached warranty

3. EQUIPMENT INFORMATION:

YEAR: 2025 EQUIPMENT MAKE: KNAPHEIOE

EQUIPMENT MODEL: 6108354-S

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED

SER ATTACHED

5. BASIC EQUIPMENT WARRANTY DESCRIPTION

See Attached warronly

6. NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.

WARRANTY AND SERVICE FACILITIES MASSER TWICK ! VAN

ADDRESS 1: 170 WALREN AVE. - WESTBROOK, MR. 04092

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: CHUCK TURNEL TELEPHONE: 207-887-7014

EQUIPMENT PARTS PROVIDER: MASSEL TIME ! VAN

ADDRESS: 170 WARNED AVE - WESTBROX, MR. 04071

CONTACT NAME: CHICK TURNER TELEPHONE: 207-887-7014

Attach written explanation describing the locations of the facilities, the contact name and number at each

facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.

Dated 5/15/25

Print Name CHUCK TURNER

Company Name MESSER TRUCK ? VAN

#### SPECIFICATION COMPLIANCE 3.0

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

Dated 5/15/25

CHUCK TURNER

Authorized Signature

Title SALES REP.

#### Appendix F

# STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES OFFICE OF STATE PROCUREMENT SERVICES

#### **MaineDOT CERTIFICATIONS**

# RFQ # 17D 250505-240 Low Service body with Ladder Rack

#### 1.0 NONCOLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
- 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated 5/15/25

Printed name of Person Bidding

CHUCK TURNER

uthorized Signature

Title SALKS REP

## 2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

- 1. EQUIPMENT: KNAPHRIDE STEEL SERVICE BOOY
- 2. <u>DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR</u>
  REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)

SEER ATTACHED

3. **EQUIPMENT INFORMATION:** 

YEAR: 25 EQUIPMENT MAKE: KNAPHRIDE

EQUIPMENT MODEL: 6/08

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED

SEE ATTACHED

5. BASIC EQUIPMENT WARRANTY DESCRIPTION

SFUE ATTACHED

6. NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.

WARRANTY AND SERVICE FACILITIES MESSEN TOUR : VAN

ADDRESS 1: 170 WARREN AVE. - WESTBROOK, ME. 04092

ADDRESS 2:

ADDRESS 3:

ADDRESS 4: ADDRESS 5:

CONTACT NAME: CHUCK TURNGTELEPHONE: 207-887-7014

EQUIPMENT PARTS PROVIDER: MESSEA TRUCK ! VAN

ADDRESS: 170 WANNER AVE - WESTBROOK, MR. , 04092

CONTACT NAME: CHICK TURNETELEPHONE: 207-887-70/4/

Attach written explanation describing the locations of the facilities, the contact name and number at each

facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.

Dated 5/15/25

Print Name CHUCK TURNER

Company Name Mrsser Truck: VAN

#### 3.0 SPECIFICATION COMPLIANCE

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

Dated 5/15/25

CHUCK TUNNER Printed name of Person Bidding

Authorized Signature

Title Salas Ras.

## Appendix G

# STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES OFFICE OF STATE PROCUREMENT SERVICES

#### **MaineDOT TERMS AND CONDITIONS**

#### A. <u>AGREEMENT</u>

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

#### B. <u>INDEPENDENT CAPACITY</u>

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

## C. STATUS REPORTS

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT.

During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

- a. A written statement describing the work accomplished during the period and to date.
- b. An estimate of the percentage of work completed within the specified services.
- c. Any information needed from MaineDOT to complete the project and avoid delays.
- d. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to the Department.
- e. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

#### D. PAYMENT AND OTHER PROVISIONS

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net 30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

"9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means."

#### **E. WARRANTY**

For a period of one (1) year following equipment delivery and acceptance (the "Warranty period"), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor's obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT's sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All
  repairs will be warranted free from defects in parts and workmanship for a one-year period
  following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer's warranties or quarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor's warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

#### F. DAMAGES

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of one hundred dollars (\$100.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

## **G. SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

#### H. FORCE MAJEURE

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

#### I. <u>INDEMNIFICATION</u>

The Vendor shall indemnify and hold harmless MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of MaineDOT, or for actions taken in reasonable reliance on written instructions of MaineDOT.

This indemnification provision shall survive any termination or expiration of the Agreement.

#### J. <u>DEFAULT, TERMINATION</u>

- a. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- b. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- c. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).
- d. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.

e. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### K. <u>DELIVERY AND ACCEPTANCE</u>

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will <u>NOT</u> constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.
- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

#### L. RIGHT TO SUSPEND WORK

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

## M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of MaineDOT.

#### N. CLAIMS AND DISPUTES

#### General

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

#### **Negotiation with MaineDOT's Fleet Representative**

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

#### **Review by Director**

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

#### **Dispute Resolution**

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

#### O. CONTROLLING LAWS

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

#### Laws to Be Observed

The Vendor shall comply with all applicable Federal. State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

#### P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

#### Q. <u>SEVERABILITY</u>

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

#### R. NON-WAIVER

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Name of Company: Messer Truck & Van

Address: 170 Warren Ave Westbrook, Me. 04092

Printed Name: Chuck Turner

Signature: Tel24EF3AB334E0...

Date:

6/25/2025