

AN ORDINANCE 2011-11-17-0926

**ACCEPTING THE BID FROM FREIGHTLINER OF SAN ANTONIO, LTD. TO PROVIDE TWO SLURRY SEAL APPLICATOR TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, STREET MAINTENANCE DIVISION, FOR A TOTAL COST OF \$443,148.00, FUNDED BY THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.**

\* \* \* \* \*

**WHEREAS**, a bid was submitted to provide the City of San Antonio with two slurry seal applicator trucks for the Department of Public Works, Street Maintenance Division; and

**WHEREAS**, the low bid was submitted by Freightliner of San Antonio, Ltd. for a total cost of \$443,148.00; **NOW THEREFORE**:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The bid submitted by Freightliner of San Antonio, Ltd. to provide the City with two slurry seal applicator trucks for a total cost of \$443,148.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid tabulation sheet and bid.

**SECTION 2.** Funding in the amount of \$443,148.00 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501050, as part of the Fiscal Year 2012 budget. Payment not to exceed the budgeted amount is authorized to Freightliner of San Antonio, Ltd. and should be encumbered with a purchase order.

**SECTION 3.** The financial allocations in this ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific cost centers and fund numbers as necessary to carry out the purpose of this ordinance.

**SECTION 4.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

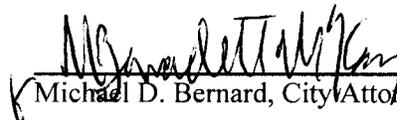
**PASSED AND APPROVED** this 17<sup>th</sup> day of November, 2011.

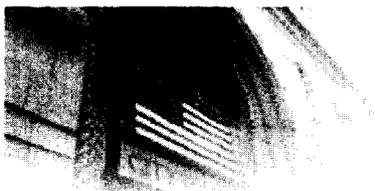
  
M A Y O R  
Julián Castro

**ATTEST:**

**APPROVED AS TO FORM:**

  
Leticia M. Vacek, City Clerk

  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
ACTION

City of San Antonio



## Agenda Voting Results - 5

<b>Name:</b>	4, 5, 6, 7, 8, 9, 10, 11A, 11B, 11C, 12B, 13A, 13E, 14A, 14B, 14C, 14D, 14E, 14F, 14G, 14H, 16, 17, 18, 19, 20, 22, 24A, 24B, 24C, 24D, 24E, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37A, 37B, 38A, 38B						
<b>Date:</b>	11/17/2011						
<b>Time:</b>	09:40:58 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting the bid from Freightliner of San Antonio, Ltd to provide two slurry seal applicator trucks for the Department of Public Works, Street Maintenance Division for a total cost of \$443,148.00 funded by the Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				x
Elisa Chan	District 9	x					
Carlton Soules	District 10		x				

City of San Antonio Bid Tabulation

Exhibit I

Opened: September 12, 2011				
For: Premix Slurry Seal Applicator w/ Spread Box on Tandem Axle Cab & Chassis		Freightliner of San Antonio, Ltd	Grande Truck Center	Santex Truck Center, LTD
6100000557		CE	8700 IH 10 East Converse, TX 78109 210-277-4373	4562 IH 10 East San Antonio, TX 78219
				1380 Ackerman Rd San Antonio, TX 78219
Item	Description	Quantity		
1	Premixed Slurry Seal Applicator with Spreader Box installation on a minimum 66, 000 GVWR Tandem Axle Cab and Chassis	2		<b>Withdraw</b>
	Price Each		\$221,574.00	\$225,861.00
	Price Total		\$443,148.00	\$451,722.00
A	Make & Model Cab & Chassis		12' Freightliner SD114	2012 Mack GU713
B	Warranty on Cab & Chassis		1 Year Unlimited Miles 3 Years Engine, Transmission Axles	1Year International 7600 1 Year
C	Make & Model Slurry Applicator		Bergkamp Inc. A3000	Bergkamp A3000
D	Warranty on Slurry Applicator		1 Year	1 Year
E	Production Cut-off Date		February 28, 2012	March 1, 2012
F	Last date to order at this Price		November 30, 2011	November 15, 2011
G	Diagnostic Software Renewals	2		
	Price Each		\$0.00	\$250.00
	Price Total		\$0.00	\$500.00
H	Diagnostic Software Licenses	2		
	Price Each		\$0.00	\$750.00
	Price Total		\$0.00	\$1,500.00
	Delivery		150-180 Days	160-180 Days
	Payment Terms		Net 30	Net 30
	Total		\$443,148.00	\$453,722.00
<b>Total Award</b>			<b>\$443,148.00</b>	

*Freightliner*



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

FORMAL INVITATION FOR BID ("IFB") NO.: 6100000557

**PREMIX SLURRY SEAL APPLICATORW/ SPREAD BOX ON TANDEM AXLE CAB  
& CHASSIS**

Date Issued: AUGUST 25, 2011

**BIDS MUST BE RECEIVED NO LATER THAN:  
2:00 PM SEPTEMBER 12, 2011**

**COPY**

Bids may be submitted by any of the following means:  
Electronic submission through the Portal  
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:  
City Clerk's Office  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Mailing Address:  
City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"PREMIX SLURRY SEAL APPLICATORW/ SPREAD BOX ON TANDEM AXLE CAB & CHASSIS"

Bid Due Date: 2:00 p.m., SEPTEMBER 12, 2011

Bid No.: 6100000557

Bidder's Name and Address

Bid Bond: NO      Performance Bond: NO      Payment Bond: NO      Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO      DBE / ACDBE Requirements: NO

See Instructions for Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* NO

\* If YES, the Pre-Submittal conference will be held on at at

Staff Contact Person: CHARISMA ESPARZA, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: CHARISMA.ESPARZA@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Bids sent to City by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Bidders are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Bidder's being held liable for the submission.

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically.

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

#### Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clarification to assist in evaluating Bidder's response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from City's request.

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

#### Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the IFB.

#### Preparation of Bids.

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

#### Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

#### Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

#### Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

#### Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

The bid does not strictly conform to law or the requirements of the solicitation;

The bid is conditional; or

Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11<sup>th</sup> Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

#### Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

#### Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

#### Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

#### Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

SPECIFICATIONS AND GENERAL REQUIREMENTS

**SCOPE:** The City of San Antonio is soliciting bids to furnish a premixed slurry seal applicator truck in accordance with the specifications listed herein. The slurry seal applicator truck will be used throughout the City to assist in the City's Pavement Preservation Program Initiative.

**GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing to be manufactured within the last twelve (12) calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
2. Warranty and Parts Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts and service are required to provide as a minimum one (1) year unlimited mileage warranty. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten (10) mile radius of Bexar County from and by a factory-authorized dealer (**NO EXCEPTIONS**). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

**Freightliner of San Antonio, Ltd.**

DEALER NAME: \_\_\_\_\_

ADDRESS: 8700 IH 10 East, Converse Texas 78109

3. **Delivery - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles with more than 500 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and a full tank of Diesel Exhaust Fluid, if equipped, when delivered to City specified location.**
4. All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid. City of San Antonio reserves the right to increase or decrease quantity of units being purchased through December 31, 2011, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
5. All units to be equipped at the factory with air conditioning, full headliner, fresh air heater and defroster units, minimum AM/FM OEM radio. **All lights on cab and chassis and/or bodies are to be of light emitting diode (L.E.D.) type, except front turn signals.**
6. The Manufacturer's Statement of Origin (MSO), Dealer Temporary License Plate/Tag, proper invoice and signed 130U forms are required upon delivery of unit and are required before payment can be processed. Any of these missing items will delay the payment process.
7. All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

8. Owners/Service/Parts Manuals – An operator’s manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. **All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.**
9. Maximum capacity engine cooling system offered by manufacturer.
10. Under this bid the left and right side is determined by sitting in the operator seat.
11. All vehicles are to be equipped with State Inspection Decal.
12. Unless otherwise specified under individual items, vehicles provided will have a minimum of a driver’s seat and one passenger seat. All vehicles equipped with air brakes shall be provided with an air ride driver’s seat
13. Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
14. All proposed chassis diesel engines shall meet and or exceed 2010 EPA emission standards.

ITEM	QUANTITY	DESCRIPTION
1	2 Each	Premixed Slurry Seal Applicator with Spreader Box installation on a Minimum 66,000 GVWR tandem axle Cab and Chassis

**CAB AND CHASSIS SPECIFICATIONS:**

Engine – 2010 EPA certified Diesel, 4-cycle, water cooled, minimum 400 net horsepower rated at not more than 1800 RPM, producing a minimum of 1400 lb. ft. of gross torque at between 1100 and 1300 RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light on the dash. Engine idle time will be limited to 5-minutes before engine shutdown will engage, cruise control will not be activated. Road speed electronically controlled to 65 miles per hour +/- 2-MPH. Diesel engine furnished under this bid shall be protected by an OEM installed engine protection system. As a minimum, the system will monitor engine oil pressure, as well as engine and transmission temperatures. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer’s specifications, system must provide time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.

Electrical - Units to be equipped with three (3) minimum 12-volt, heavy duty batteries (total 2700 CCA). Minimum 12 volt, 160 amp alternator. Unit shall be equipped with battery disconnect switch located in cab.

Transmission/PTO – Transmission/PTO – Allison 4500 RDS Automatic Transmission with PTO provision. A two (2) speed auxilliary transmission shall be provided to allow proper speed when spreading material without the need to constantly “ride” the brake. Shall have dash mounted push button electronic shift control. Transmission shall have water-to-oil type cooler. Transmission shall be filled with synthetic transmission fluid.

Frame – Frame Yield Strength minimum of 120,000 PSI. Minimum 162” Wheelbase

GVWR – Minimum 66,000 lbs. capacity with tandem rear axle.

Front Axle/Suspension – Minimum 20,000 lbs. single front axle and 20,000 lbs. taper leaf front suspension with heavy duty shocks.

Rear Axle/Suspension – Minimum 46,000 lbs. tandem rear axle. Gear ratio shall be 5.63. Driver controlled traction differential on both tandem rear axles. Rear suspension shall be 46,000 lbs. Hendrickson Haulmax or equal with heavy duty shocks.

Wheels & Tires - Wheels & Tires- Front wheels shall be 10 hole hub piloted steel disc, 22.5 x 9.00 with 315/8.25 with 12R22.5, 16 ply radial rear tires. All wheels shall have loose lug/stud indicators installed.”

Brakes - Full air, S-cam service brakes, front minimum 16.5 x 6", rear minimum 16.5 x 7". Automatic slack adjusters and dust shields, front and rear. Equipped with minimum 19 CFM compressor with safety valve and air dryer. Spring set parking brakes. Auto drain valves or cables on all air tanks.

Fuel System - To be equipped with left hand 60 gallon aluminum step tank. Fuel filtration to include primary and secondary filtering systems with water separator and water-in-fuel indicator. Minimum 13 gallon diesel exhaust fluid tank.

Color - OEM white cab with OEM black body and frame.

Hood - Tilt type hood.

Exhaust System - Muffler, vertical tailpipe, heat guard, and rain cap mounted to allow full utilization of specified cab to trunion length.

Cab to trunion measurements - 183" inches minimum.

Other Equipment - All necessary clearance lights, marker lights, reflectors must meet State Inspection requirement. Four high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, two (2) in, or near, the front grill and two (2) mounted in the highest place possible on the rear of body. All strobe lights, front and rear, will be wired to a switch located in the cab.

Truck shall be equipped at a minimum with the following additional equipment unless specified otherwise in bid:

- A. Air and electric horns required.
- B. Integral power steering.
- C. Turn indicators, front and rear, stop and tail lights.
- D. Windshield washers and variable speed wipers.
- E. Tachometer.
- F. Tilt steering column.
- G. One (1) dash mounted 12 Volt power receptacle.
- H. Water temperature, oil pressure, volt or amp gauges, and hour meter.
- I. Audible Back up alarm.
- J. Minimum AM/FM radio.
- K. DOT reflector flare kit, securely mounted inside cab.
- L. 5 lb. fire extinguisher, securely mounted inside cab.
- M. Tinted glass.
- N. Insulated cab headliner.
- O. All lights on cab and chassis, where available, and/or bodies are to be of light emitting diode (L.E.D.) type, except front turn signals.
- P. All automatic transmissions must use and be delivered with synthetic oil.
- Q. Three (3) sets of keys.
- R. A bug screen to be installed behind all grilles.
- S. Tow hooks to be mounted on front frame rails and capable of towing the truck.
- T. All driver seats to be of air ride design.
- U. A minimum 7" convex mirror to be installed below or on the door mirror on both sides and a fender mirror to be installed on the right fender.
- V. Automatic transmission temperature gauge.
- W. Power locks and windows.

#### **SLURRY SEAL APPLICATOR SPECIFICATIONS:**

Tank - 3000 gallon, 76" inside diameter horizontal tank constructed of minimum ¼" A36 steel. Doors on top of tank at each end with ladders and handrails for access. 4" fill valve and male cam fitting shall be included.

Auger/Agitator – 72" diameter outer ribbon and a 36" diameter inner ribbon runs full length of the tank; hydraulically driven, bidirectional. Speed shall be maintained regardless of truck engine speed (RPM).

Discharge – 8" diameter, hand operated positive shutoff valve mounted immediately adjacent to rear tank wall. Hydraulically operated knife valve to regulate material flow. Shall include quick opening doors for cleanout access to 8" pipe from tank as well as discharge chute. Hydraulically operated urethane diverter with single pin quick release to open for cleaning.

Slurry Seal Spreader Box – Manually adjustable width from 9' to 14' with 6" and 1' extensions, full width adjustable height rear strike off with quick release clamps, hinged center point to conform to existing road surface, outboard runners are positioned inside of the end plates for cleaner longitudinal joints. Unit shall include single hydraulically powered auger."

Water Tank/Pump – Unit shall have a minimum 300 gallon water tank with discharge strainer and anti-siphon water fill port with male cam fitting on curbside. Water pump shall be regulated centrifugal type with strainer that is hydraulically driven for spray bars and hand hose.

Spray Bars – Unit shall have one (1) front and one (1) rear spray bars to provide full width misting of roadway. Independent rate and on/off control for each from rear operator station.

Hand Hose – Unit shall include a minimum 25' ft. hand hose with connection at operator's station.

Hydraulic Pump/Tank – Unit shall have a variable volume piston pump that is PTO driven and provides power for the operation of the auger, agitator, spreader box side shift, material flow control valve, spreader box lift bar, water pump and spreader box. Unit shall have a minimum 35 gallon aluminum hydraulic reservoir which will include a load pump with spin on filter, fluid level sight gauge and temperature gauge. Fluid shall be filtered using a 10 micron spin on type oil filter.

**TRAINING/ INSPECTION:**

Training - The awarded vendor will fully instruct the City's personnel in the operation of the equipment furnished, after delivery, at no additional cost to the City. The instruction period will be of sufficient duration (minimum of two, eight (8) hour days) to fully familiarize the Owner's operating personnel with all elements of the equipment, and the appropriate maintenance of the equipment and related parts. This instruction and testing will be conducted by trained personnel of the awarded vendor and will include full instruction in equipment operation, field procedures, techniques of use, maintenance, troubleshooting, and recording and logging of field information. Training shall take place at a mutually agreeable time, within thirty (30) days of delivery, at a location designated by City.

Product Inspection Visits – The City shall be granted two (2) product inspection site visits. The first visit shall take place once the truck/body reaches the 50% completion point and a second visit once the truck/body reaches the 95% completion pre-delivery point.

**PRICE SCHEDULE**

ITEM	QUANTITY	DESCRIPTION
1	2 Each	Premixed Slurry Seal Applicator with Spreader Box installation on a Minimum 66,000 GVWR Tandem Axle Cab and Chassis

\$ 221,574<sup>00</sup> PRICE EACH

\$ 443,148<sup>00</sup> PRICE TOTAL

- A. MAKE & MODEL CAB & CHASSIS: 12' Freightliner SD114
- B. WARRANTY ON CAB & CHASSIS: 1 Year - unlimited miles - Engine, Transmission, Axles is 3 years
- C. MAKE & MODEL SLURRY APPLICATOR: Bergkamp Inc. A3000
- D. WARRANTY ON SLURRY APPLICATOR: 1 Year
- E. PRODUCTION CUT-OFF DATE: 2-28-2012

F. LAST DATE TO ORDER AT THIS PRICE: 11-30-2011

G. DIAGNOSTIC SOFTWARE RENEWALS:

\$ 0- PRICE EACH

\$ 0- PRICE TOTAL

H. DIAGNOSTIC SOFTWARE (2) LICENSES:

\$ 0- PRICE EACH

\$ 0- PRICE TOTAL

DELIVERY: Delivery will be made within 150-180 calendar days after issuance of purchase order. (Deliveries beyond 180 days are unacceptable.)

Payment Terms: Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ days. (If no discount is offered, Net 30 will apply.)

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

### Interlocal Participation.

This contract is open to cooperative purchasing by other governmental entities or purchasing cooperatives ("Entity").

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted directly to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. City makes no representation or guarantee as to any minimum amount being purchased by Entity, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

## 006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

#### Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

## **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

## **Records Retention.**

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

**Severability.** If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**Compliance with Law.** Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

**Certifications.** Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

**Non-waiver of Performance.** Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue.** Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section ILLC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information  
Please Print or Type

Vendor ID No. Supplier No. 1010273  
Signer's Name Mike Crockett  
Name of Business Freightliner of San Antonio, LTD  
Street Address 8700 IH 10 East  
City, State, Zip Code Converse, Tx. 78109  
Email Address mcrockett@freightlinerSATX.COM  
Telephone No. 210-277-4373  
Fax No. 210-661-0289  
City's Solicitation No. 610000557



\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

## 008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) - a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with the City.

Supplier - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

**009 - ATTACHMENTS**



# CITY OF SAN ANTONIO

P.O. Box 839966  
SAN ANTONIO, TEXAS 78283-3966

## ADDENDUM I

SUBJECT: 61-557, Formal Invitation for Bid for Premix Slurry Seal Applicator w/ Spread Box on Tandem Axle Cab & Chassis to open September 12, 2011, date of issue August 25, 2011.

DATE: September 1, 2011

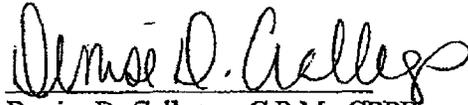
This notice shall serve as Addendum No. I to the above referenced Formal Invitation for Bid and shall become part of the original Bid package and must be returned with bid on or before the due date.

### THE ABOVE MENTIONED FORMAL INVITATION TO BID IS HEREBY AMENDED AS FOLLOWS:

1. Item 1, CAB AND CHASSIS SPECIFICATIONS:, Paragraph 3, Change paragraph to read: "Transmission/PTO – Allison 4500 RDS Automatic Transmission with PTO provision. A two (2) speed auxiliary transmission shall be provided to allow proper speed when spreading material without the need to constantly "ride" the brake. Shall have dash mounted push button electronic shift control. Transmission shall have water-to-oil type cooler. Transmission shall be filled with synthetic transmission fluid."
2. Item 1, CAB AND CHASSIS SPECIFICATIONS:, Paragraph 8, Change paragraph to read: "Wheels & Tires- Front wheels shall be 10 hole hub piloted steel disc, 22.5 x 9.00 with 315/8.25 with 12R22.5, 16 ply radial rear tires. All wheels shall have loose lug/stud indicators installed."
3. Item 1, SLURRY SEAL APPLICATOR SPECIFICATIONS:, Paragraph 4, Spreader Box Control, Delete entire paragraph.
4. Item 1, SLURRY SEAL APPLICATOR SPECIFICATIONS:, Paragraph 5, Spreader Box, Delete entire paragraph.
5. Item 1, SLURRY SEAL APPLICATOR SPECIFICATIONS, Add new Paragraph 4 to read: "Slurry Seal Spreader Box – Manually adjustable width from 9' to 14' with 6" and 1' extensions, full width adjustable height rear strike off with quick release clamps, hinged center point to conform to existing

road surface, outboard runners are positioned inside of the end plates for cleaner longitudinal joints. Unit shall include single hydraulically powered auger.”

**\*\*THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE\*\***



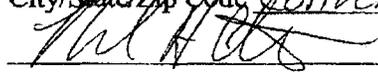
Denise D. Gallegos, C.P.M., CPPB  
Procurement Administrator  
Purchasing & General Services Department

Date 9-12-2011

Company Name Freightliner of San Antonio Ltd

Address 8700 IH 10 East

City/State/Zip Code Converse, Texas 78109

  
Signature

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

Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Price Level</b>				
PRL-02D	SD PRL-02D (EFF:07/19/11)			STD
<b>Data Version</b>				
DRL-007	SPECPRO21 DATA RELEASE VER 007			N/C
<b>Vehicle Configuration</b>				
001-177	114SD CONVENTIONAL CHASSIS	8,010	6,640	\$123,481.00
004-212	2012 MODEL YEAR SPECIFIED			STD
002-003	SET FORWARD AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
<b>General Service</b>				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-011	CONSTRUCTION SERVICE			STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-013	MOIST BULK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AF	FREIGHTLINER LEVEL III WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
GVWR	RATED MAXIMUM VEHICLE CAPACITY - GVWR : 68000.0 lbs			N/C
<b>Truck Service</b>				
AA3-005	FLATBED/PLATFORM/STAKE BODY			STD
<b>Engine</b>				
101-2TY	DD13 12.8L 410 HP @ 1800 RPM, 2080 GOV RPM, 1450 LB/FT @ 1100 RPM			\$557.00
<b>Electronic Parameters</b>				
79A-075	75 MPH ROAD SPEED LIMIT			STD
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE AND PARK BRAKE ENABLED			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79T-001	PTO MODE RPM INCREMENT - 25 RPM			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-005	REMOTE PTO SPEED 1 SETTING - 900 RPM			N/C
80G-001	PTO MINIMUM RPM - 600			N/C
80L-998	NO REGEN SYSTEM TAILORING			N/C
80N-998	NO REDUCED ENGINE SPEED ON VSS FAILURE			N/C
<b>Engine Equipment</b>				
99C-010	2010 EPA/CARB EMISSION CERTIFICATION			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			\$276.00
292-071	(3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES			STD
290-017	BATTERY BOX FRAME MOUNTED			STD
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN	10		STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		\$318.00
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-002	JACOBS COMPRESSION BRAKE			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$740.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-026	10 FOOT 06 INCH (126 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)			N/C
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR			STD
118-001	FULL FLOW OIL FILTER			STD
120-036	DDC SUPPLIED COOLANT FILTER, ENGINE MOUNTED			STD
266-057	1500 SQUARE INCH ALUMINUM RADIATOR			STD
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
155-065	DELCO 12V 39MT+ HD/OCF STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH			STD
<b>Transmission</b>				
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	170	60	\$26,442.00
<b>Transmission Equipment</b>				
352-016	FULLER AT-1202 A3 AUXILIARY TRANSMISSION	300	170	\$9,745.00
343-019	WTEC CALIBRATION - 6 SPEED RDS/TRV (PACKAGE 113)			N/C
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$118.00
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			N/C
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-002	TRANSMISSION PROGNOSTICS - DISABLED(N/A)			N/C
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED			N/C
348-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
368-998	NO EXTERNAL TRANSMISSION OIL FILTER			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			N/C
<b>Front Axle and Equipment</b>				
400-1EB	MFS-20-133A 22,000# FL1 SINGLE FRONT AXLE	250		\$4,843.00
402-078	MERITOR 16.5X6 Q+ 22,000# CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
534-003	4 QUART POWER STEERING RESERVOIR	5		N/C
533-001	OIL/AIR POWER STEERING COOLER	5		N/C
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			STD
<b>Front Suspension</b>				
620-068	23,000# FLAT LEAF FRONT SUSPENSION	340		N/C
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
<b>Rear Axle and Equipment</b>				
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		420	\$4,217.00
421-563	5.63 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	60	60	\$595.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES			STD
87A-001	BLINKING LAMP WITH EACH MODE SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			STD
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-003	STANDARD BRAKE CHAMBER LOCATION			STD
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS			STD
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$72.00
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE			STD
<b>Rear Suspension</b>				
622-1E7	HENDRICKSON HAULMAAX REAR SUSPENSION @ 46,000#		430	\$5,528.00
621-1AP	HENDRICKSON HAULMAAX - 10.50" RIDE HEIGHT			N/C
624-009	54 INCH AXLE SPACING			N/C
628-010	HENDRICKSON HN AND HAULMAAX SERIES STEEL BEAMS WITH BAR PIN			N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		100	N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Brake System</b>				
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		N/C
483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER			N/C
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)			\$134.00
<b>Trailer Connections</b>				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
<b>Wheelbase &amp; Frame</b>				
545-690	6900MM (272 INCH) WHEELBASE			N/C
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	730	80	\$2,497.00
547-001	1/4 INCH (6MM) C-CHANNEL INNER FRAME REINFORCEMENT	270	525	\$2,098.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-20	80	N/C
FSS-0LH	FRAME SPACE LH SIDE : 137.35 in			N/C
FSS-0RH	FRAME SPACE RH SIDE : 172.03 in			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 188.54 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 185.54 in			
553-001	SQUARE END OF FRAME			STD
55E-998	NO BUMPER MOUNTING BRACKETS			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REAR MOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Chassis Equipment</b>				
556-1AG	16.5 INCH PAINTED STEEL STRAIGHT BUMPER			STD
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
970-998	NO BODY TYPE			STD
<b>Fuel Tanks</b>				
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5		\$17.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
<b>Tires</b>				
093-1E2	MICHELIN XFE 425/65R22.5 20 PLY RADIAL FRONT TIRES	172		\$1,520.00
094-0VM	GOODYEAR G288 12R22.5 16 PLY RADIAL REAR TIRES		256	\$1,704.00
<b>Hubs</b>				
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS			STD
450-018	CONMET PRE-SET BEARING ALUMINUM REAR HUBS		-60	\$91.00
<b>Wheels</b>				
502-574	ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	82		\$434.00
505-1F2	22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-80	STD
<b>Cab Exterior</b>				
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTS			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
754-002	3-1/2 INCH FENDER EXTENSIONS	15		\$181.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
678-001	LH AND RH GRAB HANDLES			STD
646-041	STATIONARY BLACK GRILLE			STD
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED			STD
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			\$43.00
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5	\$243.00
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS			STD
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AP	LH AND RH 8" MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			\$2.00
74A-001	RH DOWN VIEW MIRROR			\$40.00
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8		\$166.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	TINTED WINDSHIELD			STD
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD
<b>Cab Interior</b>				
707-1AK	OPAL GRAY VINYL INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER			STD
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-007	GRAY/CHARCOAL WING DASH			STD
71T-998	NO SMOKE/CO2 DETECTOR			STD
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-001	CAB INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			STD
756-081	BOSTROM TALLADEGA 910 HIGH BACK AIR SUSPENSION DRIVER SEAT	40		\$264.00
760-1CV	HIGH BACK NON SUSPENSION PASSENGER SEAT			STD
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
<b>Instruments &amp; Controls</b>				
732-004	GRAY DRIVER INSTRUMENT PANEL			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
734-004	GRAY CENTER INSTRUMENT PANEL			STD
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE LIGHT AND BUZZER			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3			STD
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-011	FUEL FILTER RESTRICTION INDICATOR			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			N/C
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1B4	VIRTUAL TECHNICIAN REMOTE ENGINE DIAGNOSTICS	4		STD
81X-001	2 YEAR SERVICE CONTRACT INCLUDED WITH VIRTUAL TECHNICIAN			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
883-998	NO TRAILER HAND CONTROL BRAKE VALVE			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD

**Design**

065-000	PAINT: ONE SOLID COLOR			STD
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**Color**

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-970	VENDOR WHITE FRONT WHEELS/RIMS (PW, TKWHT21, W, TW)			STD
966-970	VENDOR WHITE REAR WHEELS/RIMS (PW, TKWHT21, W, TW)			STD
964-020	STANDARD BLACK BUMPER PAINT			STD

**Certification / Compliance**

996-001	U.S. FMVSS CERTIFICATION			STD
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**Secondary Factory Options**

998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY			STD
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**Sales Programs**

NO SALES PROGRAMS HAVE BEEN SELECTED

**TOTAL VEHICLE SUMMARY**

**Adjusted List Price**

Adjusted List Price \*\* \$186,844.00

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	10654 LBS	8711 LBS	19365 LBS



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Total Weight <sup>+</sup>	10654 LBS	8711 LBS	19365 LBS
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**ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE**

**Other Factory Charges**

PMR-210	2010 ENGINE EMISSIONS ESCALATOR	\$9,000.00
RPC-1M1	2011 MICHELIN SURCHARGE	\$120.00
R1X-001	2 YEAR SERVICE CONTRACT INCLUDED WITH VIRTUAL TECHNICIAN - PRICING	N/C
	DELIVERY & ORDER PROCESSING CHARGE	\$1,875.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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**G V W R**

**VEHICLE SPECIFICATIONS SUMMARY - GVWR**

Model ..... 114SD  
 Cab Size (829) ..... 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
 Expected Front Axle(s) Load (lbs) ..... 20000.0  
 Expected Pusher Axle(s) Load (lbs) ..... 0.0  
 Expected Rear Axle(s) Load (lbs) ..... 46000.0  
 Expected Tag Axle(s) Load (lbs) ..... 0.0  
 Expected GVW (lbs) ..... 66000  
 Expected GCW (lbs) ..... 0.0  
 Front Axle (400) ..... MFS-20-133A 22,000# FL1 SINGLE FRONT AXLE  
 Front Suspension (620) ..... 23,000# FLAT LEAF FRONT SUSPENSION  
 Front Hubs (418) ..... CONMET PRE-SET BEARING IRON FRONT HUBS  
 Front Disc Wheels (502) ..... ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS  
 Front Tires (093) ..... MICHELIN XFE 425/65R22.5 20 PLY RADIAL FRONT TIRES  
 Front Brakes (402) ..... MERITOR 16.5X6 Q+ 22,000# CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES  
 Steering Gear (536) ..... TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR  
 Rear Axle (420) ..... RT-46-160 46,000# R-SERIES TANDEM REAR AXLE  
 Rear Suspension (622) ..... HENDRICKSON HAULMAX REAR SUSPENSION @ 46,000#  
 Rear Hubs (450) ..... CONMET PRE-SET BEARING ALUMINUM REAR HUBS  
 Rear Disc Wheels (505) ..... 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS  
 Rear Tires (094) ..... GOODYEAR G288 12R22.5 16 PLY RADIAL REAR TIRES  
 Rear Brakes (423) ..... MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES  
 Pusher / Tag Axle (443) ..... NO PUSHER OR TAG AXLE  
 Pusher / Tag Suspension (626) ..... NO PUSHER OR TAG SUSPENSION  
 Pusher / Tag Hubs (449) ..... NO PUSHER OR TAG HUBS  
 Pusher/Tag Disc Wheels (509) ..... NO PUSHER/TAG DISC WHEELS  
 Pusher / Tag Tires (095) ..... NO PUSHER/TAG TIRES  
 Pusher / Tag Brakes (456) ..... NO PUSHER/TAG BRAKES



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**TABLE SUMMARY - GVWR**

	Front	Rear 1	Rear 2
<b>Axle Component Weight Ratings</b>			
Axles	22000	23000	23000
Suspension	23000	23000	23000
Hubs	23000	23000	23000
Brakes	22000	24999	24999
Wheels	22800	29560	29560
Tires	22800	27120	27120
Power Steering	22000	N/A	N/A
GAWR (per axle)	22000	23000	23000
GAWR (per axle system)	22000		46000
Expected Load (per axle system)	20000		46000
<b>Vehicle GVWR Summary</b>			
Calculated GVWR	68000		
Expected GVWR	66000		
All weights displayed in pounds			

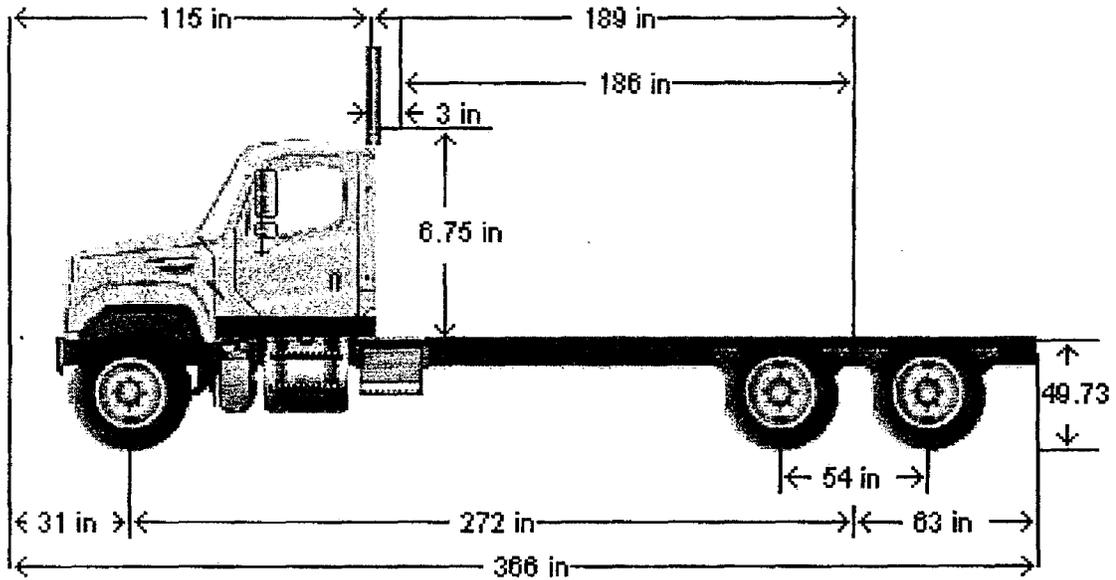
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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## D I M E N S I O N S



### VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	114SD
Wheelbase (545) .....	6900MM (272 INCH) WHEELBASE
Rear Frame Overhang (552) .....	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Maximum Forward Position (in) .....	N/A
Maximum Rearward Position (in) .....	N/A
Amount of Slide Travel (in) .....	0
Slide Increment (in) .....	0
Desired Slide Position (in) .....	N/A
Cab Size (829) .....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB



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Sleeper (682)..... NO SLEEPER BOX/SLEEPER CAB  
 Exhaust System (016)..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY  
 WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

**TABLE SUMMARY - DIMENSIONS**

Dimensions	Inches
Bumper to Back of Cab (BBC)	114.6
Bumper to Centerline of Front Axle (BA)	31.1
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	188.5
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	185.5
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trip Tab) (CP)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	251.5
Cab Height (CH)	6.8
Wheelbase (WB)	272.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	366.1
Rear Axle Spacing	54.0
Underrun Frame Height at Centerline of Rear Axle	49.7

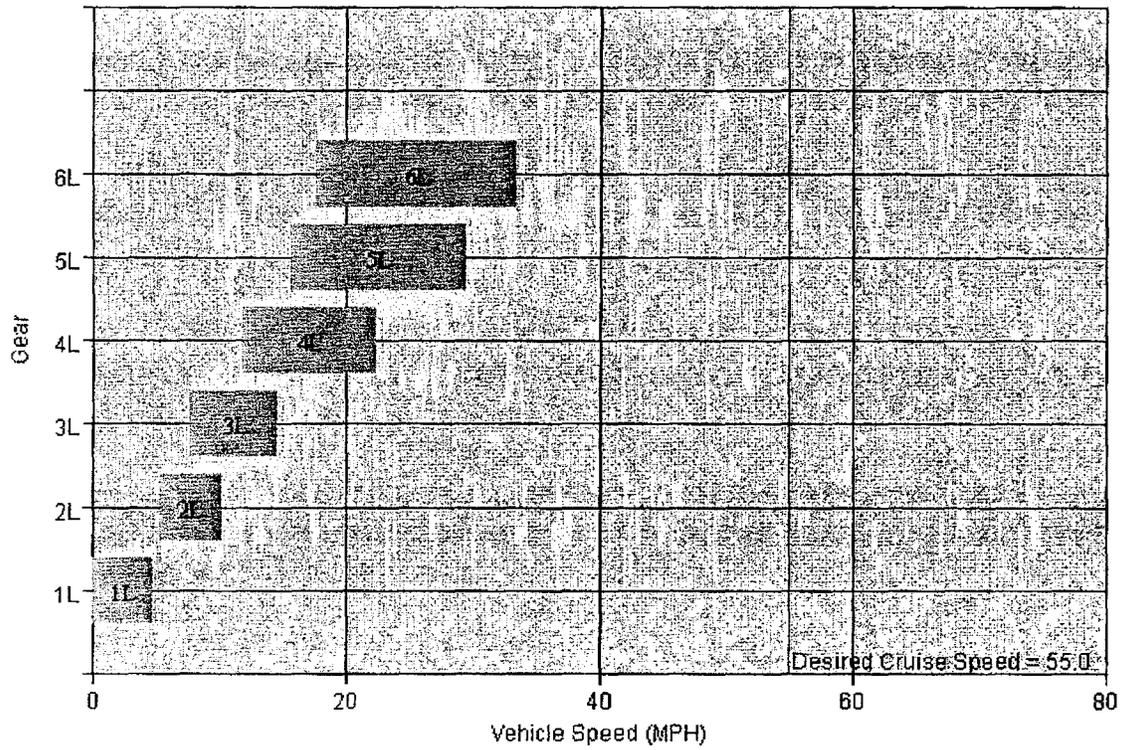
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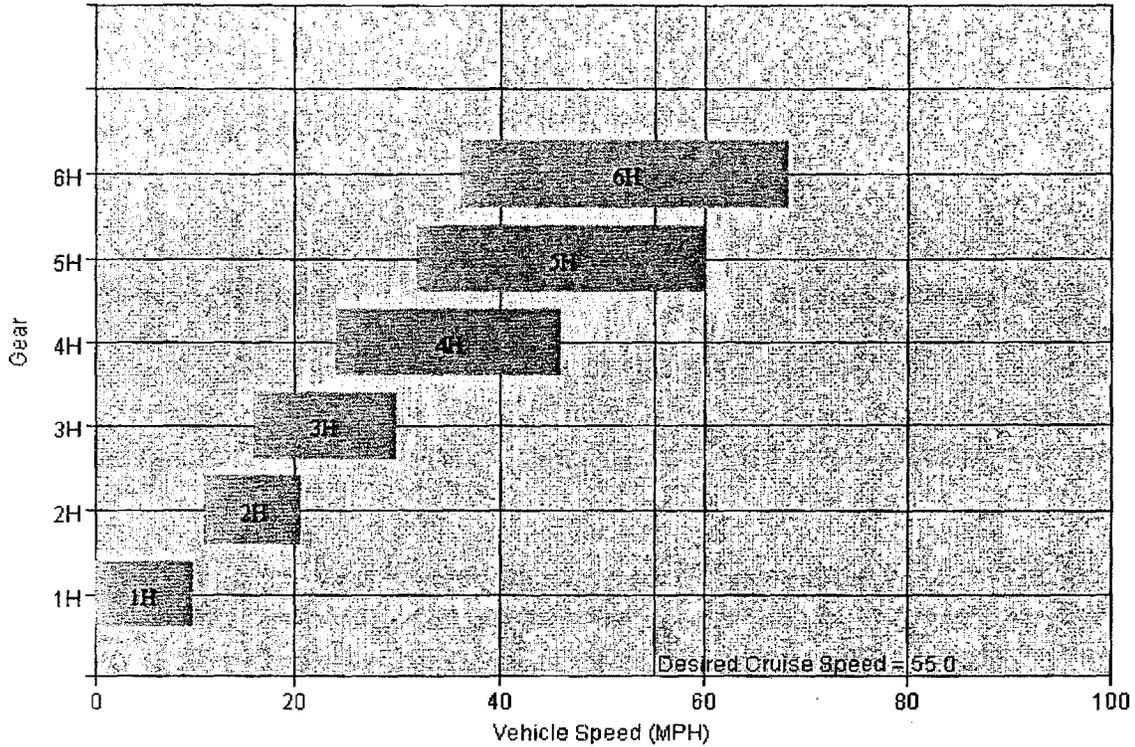
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## OPERATING RANGE



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**VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE**

Model..... 114SD  
 Cab Size (829)..... 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
 Desired Cruise Speed (mph)..... 55.0  
 Engine (101)..... DD13 12.8L 410 HP @ 1800 RPM, 2080 GOV RPM, 1450 LB/FT @ 1100 RPM  
     RPM at Peak Torque..... 1100  
     Governed RPM..... 2080  
 Transmission (342)..... ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION  
     Gear Ratio: LL..... N/A  
     Gear Ratio: L..... N/A



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Gear Ratio: 1 .....	4.7
Gear Ratio: 2 .....	2.21
Gear Ratio: 3 .....	1.53
Gear Ratio: 4 .....	1
Gear Ratio: 5 .....	0.76
Gear Ratio: 6 .....	0.67
Gear Ratio: 7 .....	N/A
Gear Ratio: 8 .....	N/A
Gear Ratio: 9 .....	N/A
Gear Ratio: 10.....	N/A
Gear Ratio: 11.....	N/A
Gear Ratio: 12.....	N/A
Gear Ratio: 13.....	N/A
Gear Ratio: 14.....	N/A
Gear Ratio: 15.....	N/A
Gear Ratio: 16.....	N/A
Gear Ratio: 17.....	N/A
Gear Ratio: 18.....	N/A
Auxiliary Transmission (352).....	FULLER AT-1202 A3 AUXILIARY TRANSMISSION
Low Gear Ratio.....	2.04
High Gear Ratio.....	1
Transfer Case (373).....	NO TRANSFER CASE
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Rear Axle (420).....	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094).....	GOODYEAR G288 12R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile.....	484

**TABLE SUMMARY - OPERATING RANGE**



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Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Auxiliary Transmission	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1L	4.70	5.63	2.04	53.98	0	4.8
2L	2.21	5.63	2.04	25.38	5.4	10.2
3L	1.53	5.63	2.04	17.57	7.8	14.7
4L	1.00	5.63	2.04	11.49	11.9	22.5
5L	0.76	5.63	2.04	8.73	15.6	29.5
6L	0.67	5.63	2.04	7.70	17.7	33.5

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Auxiliary Transmission	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1H	4.70	5.63	1.00	26.46	0	9.7
2H	2.21	5.63	1.00	12.44	11.0	20.7
3H	1.53	5.63	1.00	8.61	15.8	29.9
4H	1.00	5.63	1.00	5.63	24.2	45.8
5H	0.76	5.63	1.00	4.28	31.9	60.3
6H	0.67	5.63	1.00	3.77	36.2	68.4

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





## PAVEMENT PRESERVATION SOLUTIONS

### PREMIXED SLURRY SEAL APPLICATOR A3000 SPECIFICATIONS

- Tank:** 3000 gallon, 76" inside diameter horizontal tank constructed of 1/4" A36 steel. Doors on top of tank at each end with ladders and handrails for access. 4" fill valve and male cam fitting are included.
- Auger/Agitator** 72" diameter outer ribbon and a 36" diameter inner ribbon runs full length of the tank; hydraulically driven, bidirectional. Speed is maintained regardless of truck engine RPM.
- Discharge:** 8" diameter, hand operated positive shutoff valve mounted immediately adjacent to rear tank wall. Hydraulically operated knife valve to regulate material flow. Includes quick opening doors for cleanout access to 8" pipe from tank as well as discharge chute. Hydraulically operated urethane diverter, with single pin quick release to open for cleaning.
- Spreader Box Control:** Spreader box lift bar and spreader box side shift bar are hydraulically operated from operators station. Box pull points located immediately behind rear axle. Hydraulic connection points for spreader box with manual positive shut off valve located on lift bar.
- Water Tank:** 300 gallon plastic, with discharge strainer and anti-siphon water fill port with male cam fitting on curbside.
- Water Pump:** Centrifugal pump, hydraulically driven for spray bars and hand hose.
- Spray bars:** One front and one rear provides full width misting of roadway. Independent rate and on/off control for each from rear operator station; flow regulated at pump. Strainer included at pump.
- Hand hose:** 25' foot hand hose with connection at operator's station.
- Hydraulic pump:** Variable volume piston pump, PTO driven, provides power for: Auger/Agitator, spreader box side shift, material flow control valve, spreader box lift bar, water pump and spreader box. Produces sufficient flow to power all spreader boxes.
- Hydraulic Tank:** 35 gallon aluminum reservoir. Includes load pump with spin on filter, fluid level sight gauge and temperature guage.
- Hydraulic Oil Cooler:** Capacity as required for above functions with electrically driven, automatic temperature control fan.
- Hydraulic filter:** 10 micron spin on type.

Version 9-2011

3040 Emulsion Dr. • Salina, Kansas 67401 USA • Phone (785) 825-1375 • Fax (785) 825-4269 • www.bergkampinc.com



## PAVEMENT PRESERVATION SOLUTIONS

**Note:** Above specifications are general in nature. Bergkamp Inc. should be consulted regarding specifications of customer-supplied trucks. Bergkamp does not warrant or guarantee that trucks will meet any federal, state or local load regulations. End user is responsible for loading the A3000 within the truck manufacturer's axle rating and within Federal, State and Local laws. Specifications are subject to change without notice.