

## Finance Department - Purchasing Division

## Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

**City Business** is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
  - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
  - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.
- A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

**PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.** Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: N/A %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100005418

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:**

Name of Business:	Grande Truck Center	
Physical Address:	4562 IH-10 East	
City, State, Zip Code:	SAN Antonio, TX 78219	
Phone Number:	210-666-7112	
Email Address:	rshoffstall@grandetruck.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>185</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):**

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

Keith Shoffstall

(Print Name) Authorized Representative of Bidder / Respondent

Keith Shoffstall

(Signature) Authorized Representative of Bidder / Respondent

Sales

Title

12/18/2014

Date

**This Local Preference Identification Form must be submitted with the bidder's /  
respondent's bid/proposal response.**

**Attachment - C**

**Non-Discrimination.** As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**ATTACHMENT D – SUPPLEMENTAL INFORMATION RELATED TO THE  
STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT**

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

In addition, please complete the City's Addendum to the Form CIQ (Form CIQ-A) and submit it with the Form CIQ to the Office of the City Clerk. The City's Addendum to the Form CIQ can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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**Authority.** San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

**Tracking.** This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

**Certification.** The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Definitions.**

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

**COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.**

**INSTRUCTIONS**

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: 6100005418

Name of Respondent:	Grande Truck Center	
Physical Address:	4562 IH-10 EAST	
City, State, Zip Code:	SAN ANTONIO, TX 78219	
Phone Number:	210-666-7112	
Email Address:	rshoffstall@grande-truck.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		



**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

Keith Shoffstall  
(Print Name) Authorized Representative of Bidder/Respondent

Keith Shoffstall  
(Signature) Authorized Representative of Bidder/Respondent

Sales  
Title

12/18/2014  
Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**



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

REQUEST FOR OFFER ("RFO") NO.: 6100005418

**AUTOMATED SIDE LOAD REFUSE TRUCKS MACK CAB WITH  
SCORPION/HEIL REFUSE BODY**

Date Issued: DECEMBER 5, 2014

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
10:00 AM (CT) DECEMBER 19, 2014**

Responses 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:  
Purchasing & General Services  
Riverview Tower  
111 Soledad, Suite 500  
San Antonio, Texas 78205

Mailing Address:  
Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"AUTOMATED SIDE LOAD REFUSE TRUCKS MACK CAB WITH SCORPION/HEIL REFUSE  
BODY"

Offer Due Date: 10:00 A.M. (CT), DECEMBER 19, 2014

RFO No.: 6100005418

Offeror's Name and Address

Bid Bond:                      Performance Bond:                      Payment Bond:                      Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:                      DBE / ACDBE Requirements:

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on **DECEMBER 10, 2014** at 1:00 PM (CT) at the FLEET TRAINING ROOM, 329 S. FRIO., SAN ANTONIO, TX.

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966  
Email: LD.MCGARITY@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. 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 offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

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

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

Offerors 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 RFO after the 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, respondents 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). Respondents 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 RFO after the 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. Offerors 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 City.

#### Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

#### Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

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 offers, 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. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 **SCOPE:** The City of San Antonio is issuing this Request for Offer (RFO) to furnish a total 18 Turnkey Refuse Collection Trucks with High Compaction Automated Side Load Body in accordance with the Building and Equipment Services-Fleet Services specifications contained herein. These vehicles will include cab and chassis, and refuse body. These trucks will be utilized for refuse collection by the Solid Waste Management Department. **The 18 turnkey refuse collection trucks will consist of 9 Mack LEU 613 cab and chassis with a Scorpion 30 Cubic Yard Capacity Automated Side Loader Refuse Body and 9 Mack LEU 613 cab and chassis with a Heil Durapak Python Refuse Collection Body 28 Plus Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATIVES WILL BE CONSIDERED)**

### 4.2 DELIVERY DATES:

Vendor shall deliver all 18 completed Trucks, ready for use, no later than **285 days** after receipt of City's Purchase Order. **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.

### 4.3 GENERAL REQUIREMENTS:

4.3.1 The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 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 manufacture within the last 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.

4.3.2 **Warranty and Parts** – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide, as a minimum, a 1 year unlimited mileage/hour warranty. All warranty times will 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. Vendor will fully explained the warranty 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 a 50 mile radius of San Antonio City Hall and by a factory-authorized dealer identified on the Price Schedule page (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendors certifies that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

4.3.3 **Delivery** - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

Vendor must deliver equipment to:

City of San Antonio,  
Northeast Service Center,  
10303 Tool Yard, Bldg #2,  
San Antonio, TX 78233  
Attn: Acquisitions

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 will be accepted 8:00 A.M. to 3:00 P.M. CT. Vehicles with more than 3700 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.3.4 All bids must include complete manufacturer's specifications for each model being bid. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission.

- 4.3.5 As used in this bid the left and right side is determined by sitting in the operator seat.
- 4.3.6 All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units shall conform to the best practice known to the trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this RFO. The equipment furnished must conform to current applicable ANSI Safety Standards, including, but not limited to Z245.1-1999, as well as any Federal, State or local requirements.

4.4	ITEM	QUANTITY	DESCRIPTION
	1	9 each	<b>Refuse Collection Trucks Mack LEU 613 Cab and Chassis Minimum 66,000-lbs. GVWR with a Scorpion 30 Cubic Yard Capacity Automated Side Loader Refuse Body (NO ALTERNATIVES).</b>

**SPECIFICATIONS REFUSE COLLECTION CAB and CHASSIS**

The below listed specifications are intended to describe a low entry, cab forward, hydraulic tilt type cab and chassis, Mack LEU 613 Cab and Chassis. Maximum insulation for the engine compartment will be used to prevent heat and noise from penetrating into the cab.

- 4.4.1 **ENGINE:** Mack MP7-345 HP @1500-1700 RPM (Peak) 1275 Lb Max. Torque @ 1100-1350RPM; ultra-Low Diesel; Clean Idle Certified; Emissions Certification, Complies with 2013 U.S. EPA Emissions; Engine Warranty, 2Yr. 250,000 Mile Engine Warranty US10.
- 4.4.2 **ENGINE EQUIPMENT:** Air Cleaner, 13" (330mm) Diameter behind cab w/snorkel, single element dry type; Pre-Cleaner, Dry Type Cleaner; alternator, Delco 12V 160A (24si) Brush Type; Batteries, (3) Mack 12V 760/2280CCA Threaded Stud Type; Engine Coolant, Texaco Brand Long Life #16447 Engine Coolant w/o Nitrites (50/50 Mix) to -34degrees F (-37 degrees C); Spin on canister w/o chemical for use w/Texaco Extended Life Coolant Only; Cooling Performance with Auxiliary Cooling; Engine Block Heater, 120V 1500 Watt Engine Block Heater; Engine Hoses and Tubing, Silicone (Does not include heater & radiator hoses); Fan Drive, Horton DM Advantage 2 Speed Fan; Fuel-Water Separator, Davco 382 (Fluid HTD) Fuel Htr/Water Separator w/ vendor Prim & Mack SEC Fuel Filter; Hoses, Radiator/Heater, Silicone; Starter, 12Volt Delco 39MT-MXT; Tether Device, Plastic Coated Cable, Mounted front of each battery Box, Length to allow cover to set on ground; Exhaust/Emissions, BPF, Cleartech VV DPF vertical LH side back of ca w/SCR Vertical RH side BOC; Exhaust After-Treatment System, Exhaust After-Treatment System Diesel Partic Filter Ceramic Passive Regeneration; DPF Smart Switch, No Inhibit DPF Regeneration Switch; Exhaust, DPF, Outboard, Single (R/S) Vertical Straight Exhaust Stack Plan End Perf Stack Diffuser; Customer Vehicle Limiting Speed, 65MPH.
- 4.4.3 **TRANSMISSION:** Allison 4500 Series, 6 Speed; Vocation, RDS -R (4.70/0.67), Refuse- VOC 400XXX; Control Module, Refuse w/ Auto-Neutral & Service B, VP170, includes direct mount oil cooler, external oil cooler, internal filter, and oil level sensor; Transmission Shift Schedule, Primary Performance/Secondary Economy; Transmission Controls, Allison Push Button, Cooler Transmission Oil, Water to Oil Type; Transmission Lubricant, Transynd Synthetic Auto Transmission Fluid; Transmission Oil Fill/Check, Oil Fill Tube/ Dipstick w/ Level Sensor; Transmission Retarder, Gen 5 Allison Output Retarder for RDS Transmission w/ Prognostics; Transmission Retarder Audible, Audible Alarm; PTO, Transmission Mounted; Driveshaft, Spicer 1810HD Half Round; Transmission Warranty, Allison 5 Yr Edge Warranty w/ Transmission Retarder; PTO, Rear Engine (REPTO), without rear engine power take off hydraulic pump, furnish pump MTG provisions-include wiring switches and indicators as required; Furnish TC541 for use w/Allison (HD) Series World Transmission w/o work brake.
- 4.4.4 **FRONT AXLE:** 20000# (9072kg) Mack FXL20 Wide Pivot Center Straight Spindle/Unitized Bearings; Front Brakes, Bendix ES165-06D, 16.5"x6" Cast Spider; Front Brake Drums, Cast Outboard Mounted; Dust Shields, Front Brake; Front Hubs, Ferrous; Shock Absorbers, Front; Front Slack Adjusters, Haldex-Automatic; Front Springs, Mack Taperleaf 20000# (9072kg) Ground Load Rating; Static Load Cushions; Steering, M100P Plus Right Side Assist Cylinder.
- 4.4.5 **REAR AXLE:** Rear Drive Axle-Single & Tandem, Meritor RT46-160 46,000LB; Hendrickson HN462 46000# Steel Walking Beam; 6S/6M System Sensing both rear axles w/wheel end sensors; Carrier Ratio, Rear Axle, Malleable

Housing, 5.38 Ratio; Rear Brakes, Meritor CAM 16.5"x 8 5/8" Q+; Rear Brake Drums, Cast Outboard Mounted; Rear Brake Dust Shields, Furnish; Lube Pump and Filter; Rear Hubs, Iron Preset Rear Hub w/integrated spindle nut; Premium Hub Oil Rear Seal; Power Divider Lockout w/Warning Light and Buzzer (includes in cab manual air valve); High Mount Rear Brake Chambers (rear rear axle); Axle Spacing, 54" Axle Spacing (Bodie Wheelbase); Spring Brake Chambers, (4) Chambers, MGM Model TR-T (Tamper Resistant), 30/30 Type; Rear Axle Lubricant, 75-90 Synthetic; Transverse Torque Rods (both axles); Driver controlled inter wheel differential lock both RR Axles, manual air valve w/warning light.

- 4.4.6 CHASSIS: Base Model , LEU, 6-wheel truck; RH sit down drive package; Wheelbase, to meet body manufactures specifications for cab to trunnion. Frame Rails, 13.375"x3.25"x375" Steel Section Modulus 23.49 cu. in. RBM 2,818,800 in lbs per rail; Frame Reinforcement-Inside, ¼" steel inside channel; Front Bumper, Painted steel flush MTD 59"/BBC (Corp 94"x15.5"); Crossmembers, Steel ½" PL bolted BOC \* Intermediate 1/8" below rail, 1<sup>st</sup> XMBR BOC RR 38.17" from AL Line; Frame Rail Clearance, Right Hand; Skid Plate under radiator; Towing Device, Front Tow Pin; Fuel Tank, LH 70 Gallon Steel, 26"x24" Rectangular; Omit RH Standard Fuel Tank; 6.6 Gallon 22" Diameter Tank Left Side MTD; Fuel Draw/Return System, Aeroquip Fire Resistant; LH Fuel Tank includes Sump; LH Fuel Tank behind LH fender-5" below top rail; Air lines, extruded nylon tubing (1/8" & ¼" lines are single extrusion, 3/8" and larger have polyester reinforced center); Air Brake System, Dual; Air Dryer, Meritor/Wabco heated air dryer, 1800 W/coalescing oil filter; Air Reservoirs, Steel; Anti-lock Brake System, Bendix ABS; Air Control Valves, Bendix switches and valves where possible; Drain Valves, Manual Drain Valves, all tanks, in manifold w/label; Battery Box(s), Steel Base, Battery Box Covers, Molded Plastic; Battery Box, Mounting, single box 3 battery max. Perp to frame 11" from NTOF; Flaming Red River Big Switch wired on positive side; Batter Switch Warning Light, furnished on or near battery box (light on in run position). Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal) for operating brakes during tow.
- 4.4.7 CAB EXTERIOR: Air Conditioning, Roof Mounted A/C and integral Cab Heater Defroster w/ Sanden Rotary Compressor; Air Restriction Monitor (intake), Graduated Lock-Up (air cleaner intake mounted); Exterior Mirrors, Moto Mirror, RH/LH motorized and HTD (S.S), Retractable arms and brackets RH/LH Door MTD; Convex Type Mirrors, Bright Finish, LH & RH 8.0" Dia. Mounted below lower arm of west coast mirror; Proximity Mirrors, Rectangular Convex above RH & LH doors; Mud Flaps, 12" Front Fender Mounted; Rear Window, Fixed Type; "LE" LH & RH roll-up windows; frt hinge doors; Exterior Grab Handles, Aluminum RH & LH, behind door and interior RH and LH windshield post and RH on instrument; Cab Window Glass, Tinted windshield side and rear windows; Grill, Standard Finish;; Radio Antenna, CH Style Cowl Mounted on LH side; Back-up Alarm, Preco, Model 1059; A wire rope, minimum 7/8"-inch diameter loop shall be provided and fastened to the center tow hook to tow equipment.
- 4.4.8 CAB INTERIOR: RH Drive w/LH Sit Down; Driver Seat, Bostrom Talladega 910 (Mid-Back) Air Suspension; Rider Seat, Mack Fixed Seat; Seat Covering, All cloth, Black, Driver and Rider Seats; Seat Belts, (Orange)/Retractors, lap and shoulder for driver and rider seat; Sun Visor, Interior both sides; Turn Signal Switch, Manual Cancelling Turn Signals; Cab Ventilation, Furnish LH & RH Door Vents; Windshield Washers, Electric, Wiper Mounted w/7 QT Reservoir; Windshield Wipers, 2 Speed electric motor w/intermittent feature; Heater w/ integral defroster; Air Horn, (1) twin-under cab trumpet w/roof mounted lanyard; Electric Horn, Dual Tone (2 horns); 5-way binding posts for CB. DOT triangle warning kit securely mounted in the cab.
- 4.4.9 GAUGES & INSTRUMENTATION: English Display; Dual Air Pressure; Voltmeter; Engine Coolant Temperature; Engine Oil Pressure; Fuel Level; Electronic Speedometer/Odometer proximity pick-up and magnetic sensor; Tachometer; Transmission Gauge and Transmission Oil High Temperature Light; Gear Shift w/ Neutral to Range Inhibit; Low Air Pressure Indicator Light and Buzzer; Parking Brake Control w/warning light.
- 4.4.10 LIGHTING: Head Light Lamps, Single round halogen; ; LED Ft Vturn and Clearance Lights; Turn Signal & Flasher Switch, Self-canceling Turn Signals; Marker Lamps, Amber LED Roof Markers; Parking Lamps, Corner marker lamp wired to battery shut-off; Running Lamps, Daytime; Identification/Clearance Lights, (7) Marker and Clearance; Provision for local installation of strobe lights; Dome Lights, (2) w/self-contained switches (one each side); Side Markers, Lamps and Reflectors to meet or exceed Federal Regulations; Waterproof electrical connections sprayed w/protective coating. No LED manual cut-off switch in cab.
- 4.4.11 RADIO/MISC: Keyed Alike Chassis, Key Number 0002; Radio, AM/FM Stereo CD w/weatherband and audio input; Radio Shut-Off, Auto shut-off for radio entertainment system when vehicle is engaged in reverse; Fire Extinguisher mounted In cab.

- 4.4.12 FRONT TIRES/WHEELS: Wheel Disc, Steel, 22.5" x 9.0" Accuride 10-Hole Piloted; Tire Size & Load Range, 315/80R 22.5L; Spare Wheel-Front, None; Spare Tire-Front, None. All wheels will have loose wheel lug nut indicators installed Front and Rear.
  - 4.4.13 REAR TIRES/WHEELS: Wheel Disc, 22.5" x 9.0" HD Steel, HP, 5HH, 10 Hole Piloted Hub; Tire Size, 315/80R 22.5L; Spare Wheels-Rear, None; Spare Tires-Rear, None.
  - 4.4.14 PAINT: Cab Paint Type, Single color, Mack White (high gloss), Chassis Color, Mack Black (6AB=Z1X); Bumper Color, Same as Chassis, Unpainted Aluminum, or Chrome; Wheel Disc or Rim Color, Prefinished powder coat white.
  - 4.4.15 OPERATORS/MAINTENANCE/PARTS MANUALS: Successful bidder shall furnish one set of operator's manual per unit covering all major components of the vehicle (cab & chassis) for each unit delivered. Successful bidder shall also provide seven (7) complete sets of Parts and Maintenance manuals per model of all equipment, accessories, and major components, or a prepaid 8-year subscription to manufactures' maintenance/parts web site at no cost to the City which will be required at time of delivery. Parts manual shall have manufactures' parts breakdowns and part numbers listed.
- 4.5 Scorpion 30 Cubic Yard Capacity Automated Side Loader Refuse Body (NO ALTERNATES).**

**SPECIFICATIONS REFUSE BODIES:**

The below listed specifications for a fully automated side loading packer body equipped with a mechanical lifting device capable of handling standardized American brand, two-bar, 30- through 300-gallon refuse carts. The body must be capable of collecting, compacting, and transporting refuse to a landfill or transfer station and hydraulically dumping the load. Acceptable Scorpion ASL (NO ALTERNATES).

- 4.5.1 CAPACITY: The packer body to have a capacity, excluding the receiving hopper, of not less than 30-cubic yards. Hopper to have a minimum capacity of 3-cubic yards. The structural integrity of the body must allow high density loading of up to 1,000-pounds per cubic yards of normal refuse.
- 4.5.2 BODY CONSTRUCTION: The body interior shall have a smooth flat floor. The sides and roof shall be smooth construction. All materials shall be steel (NO ALTERNATIVES). No hydraulic cylinders, valve, or other hydraulic components shall come in contact with refuse packed into the body. Body roof shall be a minimum 12 gauge high tensile sheet fully welded. Body sides shall be minimum 10 gauge high tensile sheet, fully welded. Body floor shall be flat with radius corners at the side walls. Floor shall be a minimum ¼" AR 400 steel plate. Floor longitudinal shall be 10" at 20#/ft. structural channel. Longitudinals shall be a minimum 2.7" wide sill base.
- 4.5.3 HOPPER: The hopper shall be capable of accepting the contents of a fully loaded 300 gallon container in one continuous motion without spillage over the hopper lip. Hopper shall be of flat floor and vertical sidewalls. The front of the hopper shall be a radius and free of any corners allowing operation of the lifting divide from conventional left hand or right hand drive chassis. Hopper shall be designed to properly handle thirty (30) gallon through three hundred (300) gallon automated side loader containers. Hopper floor shall be a minimum ¼" AR 400 steel plate. Hopper floor longitudinal shall be 10" at 20#/ft. structural channel. The curb side hopper wall shall be equipped with a replaceable rubber flap constructed of 3 ply cord reinforced neoprene rubber. The hopper and body floor are to be water proof to a minimum 24" above floor.
- 4.5.4 PACKER: Blade cycle time from sweep to sweep shall not exceed (16) seconds total elapsed time when the body is empty or partially full. Packer must operate on the run. Packer blade cycle time from sweep to sweep shall not increase beyond (16) seconds as the packer body reaches maximum capacity. The sweep blade shall be fabricated from a minimum ¼" AR400 steel plate. The packing assembly grease maintenance shall be accessible from ground level without the use of a ladder or platform; and being greased without entering the hoppy or under body. The packing system shall be activated by four (4) hydraulic cylinders side mounted to the body and connected to the sweep blade. The cylinders shall be 4" diameter bore x 2" rod x 29" stroke for the slider cylinders and 14 3/8" stroke for the sweep cylinders.
- 4.5.5 BUSTLE TAILGATE: The tailgate must be one piece; top hinged and shall open approximately 110°. Tailgate shall be constructed of minimum 10 gauge high tensile steel on rear and side walls. The tail gate roof, floor, and sides shall be reinforced by a 2" x 6" x ¼" structural tube mainframe minimum. The tailgate shall be secured to the body by two (2) sets of hinges at the roof line. The heavy duty replaceable pop-in one piece rubber seal will be installed the full length of the bottom and 24" up the sides of the tailgate to prevent leakage. Bolt on or bend over tab seal retainer is acceptable. The tailgate shall be raised and lowered, locked and unlocked by

hydraulically actuating two (2) double acting cylinders with a minimum 3-1/2" bore x 18.5" stroke x 1.50" diameter chrome plated rod. The cylinder must retract to unlock and raise the tailgate. Cylinder design shall include an orifice fitting to prevent the rapid descent of the tailgate in the event of a hydraulic failure. Locking and un-locking of tailgate to be controlled from cab of truck without manual removal of pin at tailgate lock. Tailgate props shall be provided to be manually lowered and secured in the raised position by a positive locking device.

- 4.5.6 **LIFTING MECHANISM:** The lift arm and guide rail shall be of tube type construction fabricated from Hi-Tensile steel minimum. The standard lifting mechanism shall be capable of lifting round containers ranging from 30 to 300 gallons. The lifting mechanism shall be capable of individually controlled motion for extending, grabbing, raising, dumping and returning a container from any position. The lifting mechanism shall have the ability to combine multiple functions into a single switch for ease of operation. The lifting capacity shall be a minimum of 1,600 pounds at any extension. The lift shall have a minimum reach capable of a 96" reach from the side of the body to the center line of a 90 gallon container. G The lifting mechanism shall be powered by four (4) hydraulic cylinders (Reach - 2" bore x 70" stroke, Raise - 2.5" bore x 30" stroke, Dump - 2-1/2" bore x 8" stroke, Grab - 2-1/2" bore x 8" stroke). The lifting mechanism shall perform the following lift cycle functions in under eight (8) seconds at idle:
- A. Reach to container
  - B. Grab the container
  - C. Lift the container to the full dump position
  - D. Lower the container to the full down position
  - E. Release the grabbers from the container
  - F. Retract to body
- 4.5.7 **BODY HOIST:** The body shall be raised by one 6.5" bore, chrome plated single acting three stage telescopic cylinder. The body shall achieve a dump angle of approximately 35° and be lowered by gravity. Bodies requiring a greater dump angle to eject the load are unacceptable. (NO ALTERNATIVES) Cylinder design shall include an orifice fitting in the base port which will prevent the rapid descent of the body in the event of a hydraulic failure. A "one man operation" 2" x 3" structural tube welded assembly body prop shall be provided to hold the empty body in a partially raised position for any underbody service.
- 4.5.8 **HYDRAULICS:** The maximum operating pressure of the system shall be 2400 PSI for the Arm Pump and 2800 PSI for the Packer circuit. The hydraulic pump shall be a Denison tandem vane pump with electronic flow control or equal. All hydraulic tubes will be secured with bulkhead fittings on both ends and double bolted clamps to prevent movement, vibration, abrasion, and excessive noise. All hydraulic tubes shall be clear coated with an environmentally approved Zinc coating. All hydraulic hoses shall conform to SAE standards for designed pressure. The hydraulic oil reservoir shall have a gross capacity of 55 gallons. The tank shall be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge, and suction line shut-off valve. Shut off valve to be accessible from outside of body. Tank to be located above pump and non-pressurized to prevent cavitation. Units requiring operator to crawl under chassis to shut valve off are unacceptable. NO EXCEPTIONS. The hydraulic system shall be protected by a ten (10) micron in tank, return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line. The hydraulic system shall operate at an acceptable temperature without the need for external hydraulic oil cooling devices. All hydraulic components including tubing, hoses and wiring shall be free of paint and overspray for ease of maintenance. Units where components are painted over are unacceptable. NO EXCEPTIONS.
- 4.5.9 **LUBRICATION:** All lubrication to be performed from a ground level position without the use of ladder or platform. All lube points to be accessible without movement of arm, body or tailgate for position. Bodies requiring technicians to go inside or under body for lubrication are unacceptable. NO EXCEPTIONS
- 4.5.10 **CONTROLS:** The lift controls shall be electronic over hydraulic and shall operate the lift arm functions in a controlled "smooth shift" fashion without use of hydraulic cushioned cylinders. All hydraulic valves shall be solenoid controlled electronic over hydraulic valves. Pneumatically controlled valves are not acceptable. The body controls shall be electronic over hydraulic and located in the cab convenient to the operator. All valve components are to be easily serviceable without changing entire valve body. Valves are to be of the sectional design rather than monoblock for serviceability.
- 4.5.11 **ELECTRICAL:** The body functions in-cab control center shall be provided for system functions. Return line indicator in cab. All body controls shall be electronic and in easy reach of the operator. Large control box shall be free of obstructing driver view. For ease of service, the lift arm and body function electrical to be independent from all lighting electrical. Separate harnesses for both circuits required. Protected wiring on all applications. All electrical components including wiring shall be free of paint and overspray for ease of maintenance.

- 4.5.12 LIGHTING: All lighting to comply with Federal and local lighting requirements. All lighting to be in shock mounted rubber grommets. All lights to be LED including Strobe and Work lights. LED lighting at Hopper and at curbside. All lighting and reflectors must be provided in accordance with FMVSS #108 and ANSI 245.1-1999, plus mid body turn signals on each side of the body and a high center brake light on the rear. Included to be, four (4) each, minimum 4-inch diameter, minimum 10-diode, LED, combination tail/stop lamps to be installed. Two (2) on the left and right hand side of the upper portion of the tailgate and two (2) on the left side and on the right side below the tailgate. Turn signals will be separate 4-inch Red LED lamps and placed next to each stop/tail light. Each light must be protected by expanded metal shields that are easily removable to repair lights when necessary. A lighted license plate bracket to be installed centered left to right on the bottom third of the tailgate. A minimum of 2 (two), high output, white backup lights to be installed. Four (4) each, flush mounted amber strobe lights, with user selectable flash patterns to be wired to activate whenever battery disconnect switch is in the "on" position (WHELEN TIR-6, PIN 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT). Strobes will be set to "three flash, pause" pattern. There will be no switch inside the cab that will turn off strobe lights. Two (2) strobe lights to be located on the front grill and two (2) strobe lights to be located at the rear of the body, at approximately center of tailgate, separated by a minimum of 10 inches. Clearance, marker, stop, back up, and directional lights to be LED with Lexan lens, shock mounted in a protective housing, the entire unit to be replaceable pop out style. All lighting to be wired to standard chassis controls for the type lighting being installed. Two (2) wide-angle halogen or LED work lights shall be attached to the body in such a manner to provide light at night during the container lift and dump cycle. Controls for spot lights to be mounted in the cab. Reflectors provided shall be rivet secured type; adhesive styles are unacceptable. Reflective conspicuity tape must be applied along both sides and across the back of each packer body..
- 4.5.13 REAR UNDERRIDE AND THE GUARD: The body shall be equipped with a rear underride guard as standard equipment, to meet Federal Motor Carrier Safety Regulation 49CFR393.86. TTMA RP No. 41-02, and SAE J682 OCT. 84.
- 4.5.14 PAINTING: The entire unit shall be properly cleaned of all dirt, grease, and sand blasted prior to Powder Coating. The entire unit shall be treated with weather resistant Powder Coat primer for adverse weather protection. The complete unit shall be coated with a low VOC Powder Coating process to a minimum of 4 mils. The body and lifting mechanism shall be Powder Coated to be painted DuPont color number G-8845-WM.
- 4.5.15 ACCESSORIES:
- A. Rear Mud Flaps
  - B. Front of Rear Axle Mud Flaps
  - C. 18" x 18" X 24" Tool Box
  - D. Rear Center Mud Flap over Brake Pads
  - E. One 20 lbs. fire extinguisher to be installed on body, curbside, horizontally.
  - F. 3<sup>rd</sup> Eye Quad (Four) camera color video camera system, with automatic switcher to be installed to enable proper and safe operation of the truck. One camera to be mounted high on the tailgate to assist in backing up, one camera to be installed to providing a view of the hopper operation and two (2) cameras, one on each side of the cab chassis facing rearward.
  - G. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 7-inch monitor to have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra red night vision, minimum 1300 field of view, and sun shade device.
  - H. The hopper camera to provide view when arm is in the lift and dump positions. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged). A back up detection system to be installed - Rear object detection system, beeps faster the closer you get to an object while reversing; it will be ties into the camera system specified.

Changed to Read:

4.5.16 EXTENDED WARRANTY: 3-year warranty

4.6	ITEM	QUANTITY	DESCRIPTION
	2	9 Each	Refuse Collection Trucks, Mack LEU 613 Cab and Chassis Minimum 66,000-lbs. GVWR with a Heil Durapak Python Refuse Collection Body 28 plus Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).

**SPECIFICATIONS REFUSE COLLECTION CAB and CHASSIS**

The below listed specifications are intended to describe a low entry, cab forward, hydraulic tilt type cab and chassis, Mack LEU 613 chassis. Maximum insulation for the engine compartment will be used to prevent heat and noise from penetrating into the cab.

- 4.6.1 ENGINE: Mack MP7-345 HP @1500-1700 RPM (Peak) 1275 Lb Max. Torque @ 1100-1350RPM; ultra-Low Diesel; Clean Idle Certified; Emissions Certification, Complies with 2013 U.S. EPA Emissions; Engine Warranty, 2Yr. 250,000 Mile Engine Warranty US10.
- 4.6.2 ENGINE EQUIPMENT: Air Cleaner, 13" (330mm) Diameter behind cab w/snorkel, single element dry type; Pre-Cleaner, Dry Type Cleaner; alternator, Delco 12V 160A (24si) Brush Type; Batteries, (3) Mack 12V 760/2280CCA Threaded Stud Type; Engine Coolant, Texaco Brand Long Life #16447 Engine Coolant w/o Nitrites (50/50 Mix) to -34degrees F (-37 degrees C); Spin on canister w/o chemical for use w/Texaco Extended Life Coolant Only; Cooling Performance with Auxiliary Cooling; Engine Block Heater, 120V 1500 Watt Engine Block Heater; Engine Hoses and Tubing, Silicone (Does not include heater & radiator hoses); Fan Drive, Horton DM Advantage 2 Speed Fan; Fuel-Water Separator, Davco 382 (Fluid HTD) Fuel Htr/Water Separator w/ vendor Prim & Mack SEC Fuel Filter; Hoses, Radiator/Heater, Silicone; Starter, 12Volt Delco 39MT-MXT; Tether Device, Plastic Coated Cable, Mounted front of each battery Box, Length to allow cover to set on ground; Exhaust/Emissions, BPF, Cleartech VV DPF vertical LH side back of ca w/SCR Vertical RH side BOC; Exhaust After-Treatment System, Exhaust After-Treatment System Diesel Partic Filter Ceramic Passive Regeneration; DPF Smart Switch, No Inhibit DPF Regeneration Switch; Exhaust, DPF, Outboard, Single (R/S) Vertical Straight Exhaust Stack Plan End Perf Stack Diffuser; Customer Vehicle Limiting Speed, 65MPH.
- 4.6.3 TRANSMISSION: Allison 4500 Series, 6 Speed; Vocation, RDS -R (4.70/0.67), Refuse- VOC 400XXX; Control Module, Refuse w/ Auto-Neutral & Service B, VP170, includes direct mount oil cooler, external oil cooler, internal filter, and oil level sensor; Transmission Shift Schedule, Primary Performance/Secondary Economy; Transmission Controls, Allison Push Button, Cooler Transmission Oil, Water to Oil Type; Transmission Lubricant, Transynd Synthetic Auto Transmission Fluid; Transmission Oil Fill/Check, Oil Fill Tube/ Dipstick w/ Level Sensor; Transmission Retarder, Gen 5 Allison Output Retarder for RDS Transmission w/ Prognostics; Transmission Retarder Audible, Audible Alarm; PTO, Transmission Mounted; Driveshaft, Spicer 1810HD Half Round; Transmission Warranty, Allison 5 Yr Edge Warranty w/ Transmission Retarder; PTO, Rear Engine (REPTO), without rear engine power take off hydraulic pump, furnish pump MTG provisions-include wiring switches and indicators as required; Furnish TC541 for use w/Allison (HD) Series World Transmission w/o work brake.
- 4.6.4 FRONT AXLE: 20000# (9072kg) Mack FXL20 Wide Pivot Center Straight Spindle/Unitized Bearings; Front Brakes, Bendix ES165-06D, 16.5"x6" Cast Spider; Front Brake Drums, Cast Outboard Mounted; Dust Shields, Front Brake; Front Hubs, Ferrous; Shock Absorbers, Front; Front Slack Adjusters, Haldex-Automatic; Front Springs, Mack Taperleaf 20000# (9072kg) Ground Load Rating; Static Load Cushions; Steering, M100P Plus Right Side Assist Cylinder.
- 4.6.5 REAR AXLE: Rear Drive Axle-Single & Tandem, Meritor RT46-160 46,000LB; Hendrickson HN462 46000# Steel Walking Beam; 6S/6M System Sensing both rear axles w/wheel end sensors; Carrier Ratio, Rear Axle, Malleable Housing, 5.38 Ratio; Rear Brakes, Meritor CAM 16.5"x 8 5/8" Q+; Rear Brake Drums, Cast Outboard Mounted; Rear Brake Dust Shields, Furnish; Lube Pump and Filter; Rear Hubs, Iron Preset Rear Hub w/integrated spindle nut; Premium Hub Oil Rear Seal; Power Divider Lockout w/Warning Light and Buzzer (includes in cab manual air valve); High Mount Rear Brake Chambers (rear rear axle); Axle Spacing, 54" Axle Spacing (Bodie Wheelbase); Spring Brake Chambers, (4) Chambers, MGM Model TR-T (Tamper Resistant), 30/30 Type; Rear Axle Lubricant, 75-90 Synthetic; Transverse Torque Rods (both axles); Driver controlled inter wheel differential lock both RR Axles, manual air valve w/warning light.

- 4.6.6 CHASSIS: Base Model , LEU, 6-wheel truck; RH sit down drive package; Wheelbase, Cab to meet body manufactures specifications for cab to trunnion, Frame Rails, 13.375"x3.25"x375" Steel Section Modulus 23.49 cu. in. RBM 2,818,800 in lbs per rail; Frame Reinforcement-Inside, ¼" steel inside channel; Front Bumper, Painted steel flush MTD 59"/BBC (Corp 94"x15.5"); Crossmembers, Steel ½" PL bolted BOC \* Intermediate 1/8" below rail, 1<sup>st</sup> XMBR BOC RR 38.17" from AL Line; Frame Rail Clearance, Right Hand; Skid Plate under radiator; Towing Device, Front Tow Pin; Fuel Tank, LH 70 Gallon Steel, 26"x24" Rectangular; Omit RH Standard Fuel Tank; 6.6 Gallon 22" Diameter Tank Left Side MTD; Fuel Draw/Return System, Aeroquip Fire Resistant; LH Fuel Tank includes Sump; LH Fuel Tank behind LH fender-5" below top rail; Air lines, extruded nylon tubing (1/8" & ¼" lines are single extrusion, 3/8" and larger have polyester reinforced center); Air Brake System, Dual; Air Dryer, Meritor/Wabco heated air dryer, 1800 W/coalescing oil filter; Air Reservoirs, Steel; Anti-lock Brake System, Bendix ABS; Air Control Valves, Bendix switches and valves where possible; Drain Valves, Manual Drain Valves, all tanks, in manifold w/label; Battery Box(s), Steel Base, Battery Box Covers, Molded Plastic; Battery Box, Mounting, single box 3 battery max. Perp to frame 11" from NTOF; Flaming Red River Big Switch wired on positive side; Batter Switch Warning Light, furnished on or near battery box (light on in run position). Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal) for operating brakes during tow.
- 4.6.7 CAB EXTERIOR: Air Conditioning, Roof Mounted A/C and integral Cab Heater Defroster w/ Sanden Rotary Compressor; Air Restriction Monitor (intake), Graduated Lock-Up (air cleaner intake mounted); Exterior Mirrors, Moto Mirror, RH/LH motorized and HTD (S.S), Retractable arms and brackets RH/LH Door MTD; Convex Type Mirrors, Bright Finish, LH & RH 8.0" Dia. Mounted below lower arm of west coast mirror; Proximity Mirrors, Rectangular Convex above RH & LH doors; Mud Flaps, 12" Front Fender Mounted; Rear Window, Fixed Type; "LE" LH & RH roll-up windows; frt hinge doors; Exterior Grab Handles, Aluminum RH & LH, behind door and interior RH and LH windshield post and RH on instrument; Cab Window Glass, Tinted windshield side and rear windows; Grill, Standard Finish;; Radio Antenna, CH Style Cowl Mounted on LH side; Back-up Alarm, Preco, Model 1059. A wire rope, minimum 7/8"-inch diameter loop shall be provided and fastened to the center tow hook to tow equipment.
- 4.6.8 CAB INTERIOR: RH Drive w/LH Sit Down; Driver Seat, Bostrom Talladega 910 (Mid-Back) Air Suspension; Rider Seat, Mack Fixed Seat; Seat Covering, All cloth, Black, Driver and Rider Seats; Seat Belts, (Orange)/Retractors, lap and shoulder for driver and rider seat; Sun Visor, Interior both sides; Turn Signal Switch, Manual Cancelling Turn Signals; Cab Ventilation, Furnish LH & RH Door Vents; Windshield Washers, Electric, Wiper Mounted w/7 QT Reservoir; Windshield Wipers, 2 Speed electric motor w/intermittent feature; Heater w/ integral defroster; Air Horn, (1) twin-under cab trumpet w/roof mounted lanyard; Electric Horn, Dual Tone (2 horns); 5-way binding posts for CB. DOT triangle warning kit securely mounted in the cab.
- 4.6.9 GAUGES & INSTRUMENTATION: English Display; Dual Air Pressure; Voltmeter; Engine Coolant Temperature; Engine Oil Pressure; Fuel Level; Electronic Speedometer/Odometer proximity pick-up and magnetic sensor; Tachometer; Transmission Gauge and Transmission Oil High Temperature Light; Gear Shift w/ Neutral to Range Inhibit; Low Air Pressure Indicator Light and Buzzer; Parking Brake Control w/warning light.
- 4.6.10 LIGHTING: Head Light Lamps, Single round halogen; ; LED Ft Vturn and Clearance Lights; Turn Signal & Flasher Switch, Self-canceling Turn Signals; Marker Lamps, Amber LED Roof Markers; Parking Lamps, Corner marker lamp wired to battery shut-off; Running Lamps, Daytime; Identification/Clearance Lights, (7) Marker and Clearance; Provision for local installation of strobe lights; Dome Lights, (2) w/self-contained switches (one each side); Side Markers, Lamps and Reflectors to meet or exceed Federal Regulations; Waterproof electrical connections sprayed w/protective coating. No LED manual cut-off switch in cab.
- 4.6.11 RADIO/MISC: Keyed Alike Chassis, Key Number 0002; Radio, AM/FM Stereo CD w/ weatherband with audio input; Radio Shut-Off; Auto shut-off for radio entertainment system when vehicle is engaged in reverse; Fire Extinguisher, Dual 5lb ABC extinguishers, one under each seat.
- 4.6.12 FRONT TIRES/WHEELS: Wheel Disc, Steel, 22.5" x 9.0" Accuride 10-Hole Piloted; Tire Size & Load Range, 315/80R 22.5L; Spare Wheel-Front, None; Spare Tire-Front, None. All wheels will have loose wheel lug nut indicators installed Front and Rear.
- 4.6.13 REAR TIRES/WHEELS: Wheel Disc, 22.5" x 9.0" HD Steel, HP, 5HH, 10 Hole Piloted Hub; Tire Size, 315/80R 22.5L; Spare Wheels-Rear, None; Spare Tires-Rear, None.



- 4.6.14 **PAINT:** Cab Paint Type, Single color, Mack White (high gloss), Chassis Color, Mack Black (6AB=Z1X); Bumper Color, Same as Chassis, Unpainted Aluminum, or Chrome; Wheel Disc or Rim Color, Prefinished powder coat white.
- 4.6.15 **OPERATORS/MAINTENANCE/PARTS MANUALS:** Successful bidder shall furnish one set of operator's manual per unit covering all major components of the vehicle (cab & chassis) for each unit delivered. Successful bidder shall also provide seven (7) complete sets of Parts and Maintenance manuals per model of all equipment, accessories, and major components, or a prepaid 8-year subscription to manufactures' maintenance/parts web site at no cost to the City which will be required at time of delivery. Parts manual shall have manufactures' parts breakdowns and part numbers listed.

**4.7 Heil Durapak Python Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).**

**SPECIFICATIONS REFUSE BODIES:**

The below listed specifications are intended to describe a refuse collection body equipped with a mechanical lifting device capable of handling standardized American brand, two-bar, 30- through 110-gallon refuse carts. The body must be capable of collecting, compacting, and transporting refuse to a landfill or transfer station and hydraulically ejecting the load. Ejector cylinder must travel entire length of body. Dump type unloading will not be accepted. Acceptable model Heil Durapak Python (NO ALTERNATES).

- 4.7.1 **CAPACITY:** The packer body to have a capacity, excluding the receiving hopper, of not less than 28-cubic yards. Body will have a 150,000-psi body liner, a 3/16" 150,000-psi hopper floor liner, and manufacturer's severe duty packer wear kit.
- 4.7.2 **HOPPER:** Minimum capacity of 4-cubic yards. The structural integrity of the body must allow high density loading of up to 1,000-pounds per cubic yards of normal refuse. Maximum body, loader and tailgate weight exclusive of special options must not exceed 16,000-pounds. Hopper hood will be provided to prevent debris from blowing out. Manually operated hopper cover, with extended handle, will also be provided inside hopper hood. Hopper cover shall be operated while standing on the ground.
- 4.7.3 **COMPACTION:** Minimum of 900-lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse and damage not attributable to faulty design, materials or workmanship will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48 hours of inspection.
- 4.7.4 **BODY CONSTRUCTION:** No hydraulic cylinders, valves, or other hydraulic components will come in contact with refuse packed into the body. All body hinges, cylinder rod ends, cylinder base trunnions, and high cycle pivot points must be equipped with accessible grease fittings. Fittings not easily accessible must have a remote lubrication device installed. An in-cab mounted light and audible alarm to be provided to indicate that the tailgate is not fully closed and locked.
- 4.7.5 **LIFTING MECHANISM:** The lift base must support the lift arm, the dump arm, the level pivot, the level link, the pivot link and the reach link. The lift base to rest atop the chassis frame rails for vertical distribution of loads induced into the chassis frame rails. Lift mechanisms mounted alongside the chassis frame rails will not be accepted. The lift base shall consist of a .75" x 16" x 61", 50,000 PSI minimum yield, surface plate for chassis frame mounting and shall be reinforced by four (4) vertical ribs for rigidity and arm pivot placement. The ribs shall utilize .75" x 6.5", 50,000 PSI minimum yield steel. The front-to-rear mounting length shall not exceed 18". Stops will be welded to the vehicle frame to prevent arm assembly from shifting. Arm Stopper shall be 1/2" square rod or larger. The front-to-rear mounting length must not exceed 18-inches.

- 4.7.6 Interlock shall be in-place to eliminate the grabbers from opening when in the dump position. The lifting mechanism must be capable of lifting containers ranging from 30-110 gallons at level, or 16-inch below and above level container placement, and to be capable of extending, grabbing, raising, dumping and returning a container from any position without the need to retract the lift arm and perform the following lift cycle functions in a maximum 12 seconds at engine idle as follows:
- A. Reach to container
  - B. Grab the container
  - C. Lift the container to the full dump position
  - D. Lower the container to the full down position
  - E. Release the grabbers from the container
  - F. Retract to body
- 4.7.7 **HYDRAULICS:** The lifting capacity to be a minimum of 750-pounds at the 9-foot full reach extension to minimize high over turning loads on the truck chassis. The lifting capacity must progressively increase as the reach decreases to achieve a minimum of 2,000-pound lift at 2-foot reach.
- 4.7.8 The hydraulic pump to be a conventional "on-command" tandem vane design to operate-in-gear, at-idle. The lift hydraulics must operate at a working pressure of minimum 2,300-PSI. The body hydraulics to operate at a working pressure of minimum 2,500-PSI. All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise. All hydraulic hoses must conform to SAE standards for designed pressure. Bending radius not to exceed one half that of the S.A.E. standards. This requirement will prevent flat spots in the hoses. The hydraulic oil reservoir to have a minimum 50-gallon gross capacity and a net capacity of 45-gallons minimum. The tank must be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge.
- 4.7.9 The hydraulic system contain a 12V electric fan cooled hydraulic cooler Hayden Industrial Product Hydraulic Cooler equipped with 160 degree thermostat capable of 45 gallons per minute. Cooler must be frame mounted on the streetside of frame rail. The hydraulic system must be protected with a, minimum 6-micron in-tank return line filter along with a minimum 100-mesh (140-micron) reusable oil strainer in the suction line. A magnet to be used to eliminate contamination and will be accessible for cleaning. One quarter turn ball valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. The return line filter to also include an in cab filter by-pass monitor, which will alert the operator or service personnel when the filter is in need of replacement. A hydraulic pump shut down system must also be installed which will prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. Quick disconnect fittings to be installed so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings.
- 4.7.10 **LUBRICATION:** All lubrication to be performed from a ground level position without the use of ladder or platform. All lube points to be accessible without movement of arm, body or tailgate for position. Bodies requiring technicians to go inside or under body for lubrication are unacceptable. **NO EXCEPTIONS**
- 4.7.11 **CONTROLS:** Joystick, air over electronic; Lift controls to be located in the cab and convenient to the operator; Joystick shall operate the lift arm functions in a controlled "smooth shift" fashion without use of hydraulic cushioned cylinders. All hydraulic valves shall be solenoid controlled electronic over hydraulic valves. Pneumatically controlled valves are not acceptable. The body controls shall be electronic over hydraulic and located in the cab convenient to the operator. All valve components are to be easily serviceable without changing entire valve body. Valves are to be of the sectional design rather than monoblock for serviceability. The joystick must be properly labeled and indicate the direction of travel as follows: Reach (extend-retract) (in-out), Grab (grip release), Lift arm (up-down) (lift-lower). The lift controls must be self-centering type, returning to the neutral position when released. Operating the lift controls while packing must reverse and return the packer to the start position. The packer push button controls to be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons must be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button must automatically extend and retract the packer panel for a complete cycle. Tailgate raise and tailgate lock controls to be electric over hydraulic. Toggle switches to be used to control each function individually. The dumping system provided shall be full eject. The load shall be dumped via cab mounted, electrical controls which raise the tailgate and packer body. The tailgate shall be unlatched and opened/closed hydraulically. The controls shall be located in the cab to allow the operator to remain in the cab and seated during the unloading procedure. Tailgate lock and lifting controls shall be isolated from all other controls and shall be designed to eliminate the possibility of accidental operation. Manually operated latching or restraining devices are not acceptable. Remote switch for arm activation will be installed inside of cab on near the right side door.

- 4.7.12 A mobile controller with control center and display shall be provided in the cab to monitor system functions and operation of the truck. This controller shall be able to withstand the vibration, moisture, dirt ingress and climate variations that are present in the cab of the vehicle. The controller shall use solid-state technology with no mechanical relays or switches inside the controller. This controllers shall use IEC 61131-3 software and will have SAE J1939 built into the controller for communication to the vehicle powertrain. The mobile controller shall be installed inside the truck cab and shall display self-diagnosing error codes in readable text format which identify the potential trouble source. Both audio and text alerts must be made available to aid in locating trouble source.
- 4.7.13 A non-resetting counting device will be furnished to track grabber arm cycling. Counter will be securely mounted in cab and advance one number each time the arm is lowered and grabber is opened.
- 4.7.14 ELECTRICAL: The body functions in-cab control center shall be provided for system functions. Return line indicator in cab. All body controls shall be electronic and in easy reach of the operator. Large control box shall be free of obstructing driver view. For ease of service, the lift arm and body function electrical to be independent from all lighting electrical. Separate harnesses for both circuits required. Protected wiring on all applications. All electrical components including wiring shall be free of paint and overspray for ease of maintenance.
- 4.7.15 LIGHTING: All lighting to comply with Federal and local lighting requirements. All lighting to be in shock mounted rubber grommets. All lights to be LED including Strobe and Work lights. LED lighting at Hopper and at curbside. All lighting and reflectors must be provided in accordance with FMVSS #108 and ANSI 245.1-1999, plus mid body turn signals on each side of the body and a high center brake light on the rear. Included to be, four (4) each, minimum 4-inch diameter, minimum 10-diode, LED, combination tail/stop lamps to be installed. Two (2) on the left and right hand side of the upper portion of the tailgate and two (2) on the left side and on the right side below the tailgate. Turn signals will be separate 4-inch Red LED lamps and placed next to each stop/tail light. Each light must be protected by expanded metal shields that are easily removable to repair lights when necessary. A lighted license plate bracket to be installed centered left to right on the bottom third of the tailgate. A minimum of 2 (two), high output, white backup lights to be installed. Four (4) each, flush mounted amber strobe lights, with user selectable flash patterns to be wired to activate whenever battery disconnect switch is in the "on" position (WHELEN TIR-6, PIN 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT). Strobes will be set to "three flash, pause" pattern. There will be no switch inside the cab that will turn off strobe lights. Two (2) strobe lights to be located on the front grill and two (2) strobe lights to be located at the rear of the body, at approximately center of tailgate, separated by a minimum of 10 inches. Clearance, marker, stop, back up, and directional lights to be LED with Lexan lens, shock mounted in a protective housing, the entire unit to be replaceable pop out style. All lighting to be wired to standard chassis controls for the type lighting being installed. Two (2) wide-angle halogen or LED work lights shall be attached to the body in such a manner to provide light at night during the container lift and dump cycle. Controls for spot lights to be mounted in the cab. Reflectors provided shall be rivet secured type; adhesive styles are unacceptable. Reflective conspicuity tape must be applied along both sides and across the back of each packer body.
- 4.7.16 PAINTING: A high luster finish coat must be applied using acrylic urethane, or proven equal. An ample amount to be applied to achieve a minimum dry thickness of two and one-half (2)1.) mil and will result in a finish of 3) 1mil minimum thickness and up to 4-mil maximum finish. Body and lifting mechanism to be painted DuPont color number G-8845-WM.
- 4.7.17 ACCESSORIES:
- A. A lockable, water tight, toolbox, approx. 18" x 18" x 20" to be securely mounted to rear bumper of the refuse body. Placement to be approved prior to completion of first unit.
  - B. A 20 lb. Fire extinguisher to be installed on body, curbside, front of body behind first bolster mounted horizontally.
  - C. 3<sup>rd</sup> Eye Quad (Four) camera color video camera system, with automatic switcher to be installed to enable proper and safe operation of the truck. One camera to be mounted high on the tailgate to assist in backing up, one camera to be installed to providing a view of the hopper operation and two (2) cameras, one on each side of the cab chassis facing rearward.
  - D. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 7-inch monitor to have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to

add another camera without modification. Cameras to have built in infra red night vision, minimum 1300 field of view, and sun shade device.

- E. The hopper camera to provide view when arm is in the lift and dump positions. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged). A back up detection system to be installed - Rear object detection system, beeps faster the closer you get to an object while reversing; it will be ties into the camera system specified.

4.7.18 Extended Warranty: 3-year warranty

## 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.

### Liquidated Damages for Delay:

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, is uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day per unit for each day that delivery is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damages provision.

### Change Orders.

Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, 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 must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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 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.

### 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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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.

**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.**

### Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – Local Preference Program Identification Form

Attachment C – Non-Discrimination Ordinance Language

Attachment D – State of Texas Conflict of Interest Questionnaire (Form CIQ) and Office of the City Clerk’s Addendum to the State of Texas Form CIQ.

Attachment E – Veteran-Owned Small Business Preference Program Tracking Form

## 006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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 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.

### 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 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, 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 DAY 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.

**Amendments.** Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

#### **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 the 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, its 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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 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 IILC.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 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, City reserves the right to deduct any delinquent taxes from payments that 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 Amendment 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 an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

Offeror 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 offer 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 offer.

Offeror Information:

Please Print or Type:

Vendor ID No. V1006439  
Signer's Name Keith Shoffstall  
Name of Business Grande Truck Center  
Street Address 4562 IH-10 East  
City, State, Zip Code SAN Antonio, TX 78219  
Email Address rshoffstall@grandetruck.com  
Telephone No. 210-466-7112  
Fax No. 210-466-7214  
City's Solicitation No. 6100005418

Keith Shoffstall  
Signature of Person Authorized to Sign Offer

## 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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

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

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

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

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

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors 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 City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror 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 City.

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

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

009 - ATTACHMENTS

Attachment A

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	9 each	Refuse Collection Trucks Mack LEU 613 Cab and Chassis Minimum 66,000-lbs. GVWR with a Scorpion 30 Cubic Yard Capacity Automated Side Loader Refuse Body (NO ALTERNATIVES).

PRICE EACH: \$ 270,531.<sup>00</sup>

TOTAL: \$ 2,434,779.<sup>00</sup>

MACK YEAR of CAB & CHASSIS:  
2014 LEU 613

MACK CAB & CHASSIS WARRANTY (Must meet minimum warranty requirements stated herein):  
12 months

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):  
MP-7 345 H.P. / 1275 LB FT TORQUE *Mack*

ENGINE WARRANTY (Must meet minimum warranty requirements stated herein):  
24 months

TRANSMISSION WARRANTY (Must meet minimum warranty requirements stated herein):  
60 months

MACK WARRANTY SERVICE PROVIDER NAME:

Grande Truck Center

MACK WARRANTY FACILITY ADDRESS:

4562 IH-10 East

SAN Antonio, TX 78219

SCORPION BODY WARRANTY (Must meet minimum warranty requirements stated herein):

36 months

SCORPION WARRANTY SERVICE PROVIDER NAME:

Fox Truck World

SCORPION WARRANTY FACILITY ADDRESS:

3442 Belgium Ln.

SAN Antonio, TX 78219

PRODUCTION CUT-OFF DATE: 3/15/2015

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 3/15/2015.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? NO.

ITEM	QUANTITY	DESCRIPTION
2	9 each	Refuse Collection Trucks, Mack LEU 613 Cab and Chassis Minimum 66,000-lbs. GVWR with a Heil Durapak Python Refuse Collection Body 28 plus Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).

PRICE EACH: \$ 289,788.<sup>00</sup>

TOTAL: \$ 2,608,092.<sup>00</sup>

MACK YEAR of CAB & CHASSIS:

2016 LEU 613

MACK CAB & CHASSIS WARRANTY (Must meet minimum warranty requirements stated herein):

12 months

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

MP-7 345 H.P. / 1275 LB Ft Torque MACK

ENGINE WARRANTY (Must meet minimum warranty requirements stated herein):

24 months

TRANSMISSION WARRANTY (Must meet minimum warranty requirements stated herein):

60 months

MACK WARRANTY SERVICE PROVIDER NAME:

Grande Truck Center

MACK WARRANTY FACILITY ADDRESS:

4562 IH-10 East

SAN Antonio, TX 78219

HEIL BODY WARRANTY (Must meet minimum warranty requirements stated herein):

36 months

HEIL WARRANTY SERVICE PROVIDER NAME:

Heil of Texas

HEIL WARRANTY FACILITY ADDRESS:

503 Pop Gunn St.

SAN Antonio, TX 78219

PRODUCTION CUT-OFF DATE: 3/15/2015

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 3/15/2015.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? NO.

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



Pursuant to the authority vested in the Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2, and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-14-012;

**IT IS ORDERED AND RESOLVED:** The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE <sup>1</sup>	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS <sup>2</sup>	ECS & SPECIAL FEATURES <sup>3</sup>		DIAGNOSTIC <sup>6</sup>
						DDI, TC, CAC, ECM, EGR, DOC, PTOX, SCR-U, AMOX	OBD (\$)	
2015	FVPTH10.8G01	10.8	Diesel	Diesel	HHDD			
PRIMARY ENGINE'S IDLE EMISSIONS CONTROL <sup>5</sup>		ADDITIONAL IDLE EMISSIONS CONTROL <sup>5</sup>						
30g		N/A						
ENGINE (L)		ENGINE MODELS / CODES (rated power, in hp)						
10.8		See attachments for engine models and ratings.						

<sup>1</sup> =not applicable, GVWR=gross vehicle weight rating, 13 CCR xyz=Title 13, California Code of Regulations, Section xyz, 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc, l=liter, hp=horsepower, kw=kilowatt, hr=hour;  
<sup>2</sup> CNG/LNG=compressed/liquefied natural gas, LPG=liquefied petroleum gas, E85=85% ethanol fuel, MF=multi fuel a.k.a. BF=bi fuel, DF=dual fuel, FF=flexible fuel;  
<sup>3</sup> L/M/H HDD=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto;  
<sup>4</sup> ECS=emission control system; TWC/OC=three-way/oxidizing catalyst; NAC=NOx adsorption catalyst; SCR-U / SCR-N=selective catalytic reduction - urea / ammonia; WU (prefix)=warm-up catalyst; DPF=diesel particulate filter; PTOX=periodic trap oxidizer; HO2S/O2S=heated/oxygen sensor; HAFS/AFS=heated/air-fuel-ratio sensor (a.k.a., universal or linear oxygen sensor); TBI=throttle body fuel injection; SFI/MFI=sequential/multi port fuel injection; DGI=direct gasoline injection; GCARB=gaseous carburetor; IDI/DDI=indirect/direct diesel injection; TC/SC=turbo/super charger; CAC=charge air cooler; EGR / EGR-C=exhaust gas recirculation / cooled EGR; PAIR/AIR=pulsed/secondary air injection; SPL=smoke puff limiter; ECM/PCM=engine/powertrain control module; EM=engine modification; 2.(prefix)=parallel, (2).(suffix)=in series; AMOX= ammonia oxidation catalyst; DOC = Diesel Oxidation Catalyst  
<sup>5</sup> ESS=engine shutdown system (per 13 CCR 1956.8(a)(6)(A)(1); 30g=30 g/hr NOx (per 13 CCR 1956.8(a)(6)(C); APS = internal combustion auxiliary power system; ALT=alternative method (per 13 CCR 1956.8(a)(6)(D); Exempt=exempted per 13 CCR 1956.8(a)(6)(B) or for CNG/LNG fuel systems; N/A=not applicable (e.g., Otto engines and vehicles);  
<sup>6</sup> EMD=engine manufacturer diagnostic system (13 CCR 1971); OBD (F/P/S) = full/partial/partial with fine on-board diagnostic system (13 CCR 1971.1)

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the SET and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, SET and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [ ] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.)

in g/bhp-hr	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET
STD	0.14	0.14	0.20	0.20	*	*	15.5	15.5	0.01	0.01	*	*
FEL	*	*	*	*	*	*	*	*	*	*	*	*
CERT	0.01	0.02	0.06	0.06	*	*	0.3	0.003	0.002	0.01	*	*
NTE	0.21		0.30				19.4		0.02		*	

<sup>1</sup> g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; SET=Supplemental emissions testing; NTE=Not-to-Exceed; STD=standard or emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HC=non-methane/hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde;

**BE IT FURTHER RESOLVED:** For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 1971.1 (on-board diagnostic, full or partial compliance) and 13 CCR 2035 et seq. (emission control warranty).

**BE IT FURTHER RESOLVED:** Except in vehicle applications exempted per 13 CCR 1956.8(a)(6)(B), engines in this engine family certified under 13 CCR 1956.8(a)(6)(C) [30 g/hr NOx] and section 35.B.4 of the incorporated "California Exhaust Emissions Standards and Test Procedures for 2004 and Subsequent Model Heavy-Duty Diesel Engines and Vehicles" adopted Dec. 12, 2002, as last amended April 18, 2013, shall be provided with an approved "Certified Clean Idle" label that shall be affixed to the vehicle into which the engine is installed.

**BE IT FURTHER RESOLVED:** The listed engine models are conditionally certified in accordance with 13 CCR Section 1971.1(k) (deficiency and fines provisions for certification of malfunction and diagnostic system) because the heavy-duty on-board diagnostic (HD OBD) system of the listed engine models has been determined to have five deficiencies. The listed engine models are approved subject to the manufacturer paying a fine of \$125 per engine for the third through fifth deficiencies in the listed engine family that is produced and delivered for sale in California. On a quarterly basis, the manufacturer shall submit to the Air Resources Board reports of the number of engines produced and delivered for sale in California and pay the full fine owed for that quarter pursuant to this conditional certification. Payment shall be made payable to the State Treasurer for deposit in the Air Pollution Control Fund no later than thirty (30) days after the end of each calendar quarter during the 2015 model-year production period. Failure to pay the quarterly fine, in full, in the time provided, may be cause for the Executive Officer to rescind this conditional certification, effective from the start of the quarter in question, in which case all engines covered under this conditional certification for that quarter and all future quarters would be deemed uncertified and subject to a civil penalty of up to \$5000 per engine pursuant to HSC Section 43154.

Engines certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed at El Monte, California on this 12<sup>th</sup> day of December 2014.

  
FOR

Annette Hebert, Chief  
Emissions Compliance, Automotive Regulations and Science Division

# Engine Model Summary Template

A-242-007G

ATTACHMENT 1 OF 2

12/11/14

Engine Family	1. Engine Code	2. Engine Model	3. BHP@RPM mm/stroke @ peak HP (SAE Gross)	4. Fuel Rate: (for diesel only)	5. Fuel Rate: (lbs/hr) @ peak HP (for diesels only)	6. Torque @ RPM (SEA Gross)	7. Fuel Rate: mm/stroke@peak torque	8. Fuel Rate: (lbs/hr)@peak torque	9. Emission Control Device Per SAE J1930
FVPTH10.8G01	N/A	D11J - 405	405 @ 1900	237.3	150.6	1593 @ 1050	297.2	104.2	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	D11J - 385	385 @ 1700	240.0	136.2	1513 @ 1050	279.2	97.9	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	D11J - 365	365 @ 1700	220.1	124.9	1393 @ 1000	257.0	85.8	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	D11J - 355	355 @ 1700	217.7	123.6	1265 @ 1000	231.3	77.2	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 405SE	405 @ 1900	237.3	150.6	1593 @ 1050	297.2	104.2	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 355E	355 @ 1800	210.5	126.5	1405 @ 1100	257.0	94.4	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 325E	325 @ 1800	195.0	117.2	1317 @ 1100	239.0	87.8	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 395C	395 @ 1500	272.0	136.3	1602 @ 1100	297.4	109.2	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 365C	365 @ 1450	255.5	123.7	1496 @ 1100	276.0	101.4	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 345C	345 @ 1450	241.1	116.7	1404 @ 1100	257.2	94.5	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 405M	405 @ 1900	237.7	150.8	1535 @ 1050	282.3	99.0	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 365M	365 @ 1900	211.1	133.9	1385 @ 1100	252.8	92.8	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 325M	325 @ 1900	186.2	118.1	1244 @ 1100	225.3	82.8	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX

**Engine Model Summary Template**

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ATTACHMENT 2 OF 2

12/11/14

Engine Family	1.Engine Code	2.Engine Model	3.BHP@RPM (SAE Gross)	4.Fuel Rate: mm/stroke @ peak HP (for diesel only)	5.Fuel Rate: (lbs/hr) @ peak HP (for diesels only)	6.Torque @ RPM (SEA Gross)	7.Fuel Rate: mm/stroke@peak torque	8.Fuel Rate: (lbs/hr)@peak torque	9.Emission Control Device Per SAE J1930
FVPTH10.8G01	N/A	MP7 - 345A	345 @ 1500	232.6	116.5	1270 @ 1100	230.0	84.5	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX
FVPTH10.8G01	N/A	MP7 - 345R	345 @ 1700	203.1	115.3	1305 @ 1100	230.0	84.5	TC, CAC, EGR, DDI, ECM, DOC, PTOX, SCR, AMOX