



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

REQUEST FOR OFFER (“RFO”) NO.: 6100016581

PUBLIC WORKS SLURRY SEAL APPLICATOR

Date Issued: FEBRUARY 24, 2023

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM, CENTRAL TIME, MARCH 1, 2023

Responses may be submitted by any of the following means:

Electronic submission through the Portal
Electronic submission by e-mail

Bid Bond: None Performance Bond: None Payment Bond: None Other: None

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Submittal Conference: None

Staff Contact Person:

Jody De La Rosa
Procurement Specialist II

Email: jody.delarosa@sanantonio.gov

Phone Number: 210-207-0543

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Offer's. ***Offer(s) maybe submitted through the Portal or by E-mail**

Submission of Electronic Offer's. 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.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, 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.

Modified Offer. Offer's may be modified provided such modifications are received prior to the time and date set for submission of Offer, and submitted in the same manner as original offer "**electronically**". Electronic offer's, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offer's.

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

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.

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 offer(s) 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 Finance Department-Purchasing Division.

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.

Offers are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; 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 Offeror’s 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 one calendar day 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, offeror 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. Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Patton@sanantonio.gov. Offerors and/or their agents may contact Ms. Patton at any time prior to the due date for submission of offer. Contacting her or her office regarding this RFO after the offer 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.

Pre-Submittal Conference participation is optional, but highly encouraged.

Respondents who join the WebEx Pre-Bid Conference are highly encouraged to email the solicitation’s Staff Point of Contact confirming Respondent attendance and participation through the WebEx.

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

To request an interpreter for the deaf or other assistance, call (210) 207-7245 Voice/TTY. Interpreters for the deaf must be requested at least 48 hours prior to the meeting.

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. 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 the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest:

Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your offer. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is requesting an offer to supply a Berkamp MAXX G mounted on a 2022 Kenworth T80 truck. This truck will be used by the Public Works Department for its pavement preservation program.

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

4.2.1 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment must 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 are 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. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.

4.2.2 Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain 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 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

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

City of San Antonio,
Southeast Service Center,
1318 SE Loop 410, Building 6, Gate 5
San Antonio, TX 78220
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. CST. Class 3 dual rear wheel trucks through class 8 may be allowed up to 2500 miles on the vehicle odometer. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.2.4 Literature and Equipment Manuals – The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives, or on-line access to said items. The supplier shall furnish (2) complete sets of detailed literature and specifications of each vehicle type upon contract award.

4.2.5 TRAINING – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.

4.2.6 DEMONSTRATIONS – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an

integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.

4.2.7 EVALUATION – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.

4.2.8 All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.

4.2.9 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.

4.2.10 Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box, Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U. Omission of any of these items shall delay payment and acceptance. Vehicles supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price; and Vendor shall coordinate exempt license plate application and registration with the City's Building & Equipment Services Department prior to submission to the State of Texas and/or local tax assessor collector office.

4.2.11 All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor's or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.

4.2.12 All vehicles shall have a minimum three (3) sets of keys.

4.2.13 All vehicles must be equipped at the factory with air conditioning/Heater/defroster, maximum capacity cooling system offered by manufacturer, full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power mirrors, manual tilt steering wheel and power windows and door locks. Convenience Features: Vehicle shall be equipped with adjustable seats; intermittent wipers, cruise control. All lighting shall be LED where available.

4.2.14 All units shall be equipped with safety equipment as required by the Federal Government. All units shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

4.2.15 Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.2.16 All vehicles provided shall be equipped with OEM tinted glass.

4.2.17 Exterior and Interior Color: Unless otherwise specified, each vehicle shall have a white exterior body color. Unless otherwise specified, interior coloring shall be grey.

4.2.18 SILENCE OR ERROR OF SPECIFICATIONS: The apparent omission or error of specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only the material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the awarded respondent.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	1	Slurry Seal Applicator

4.3.1 ENGINE - Minimum 350 HP, 1450 ft.lb. torque. Engines must be equipped with automatic shut down control on high water temperature and low oil pressure. Maximum road speed electronically limited to 68 MPH +/- 5 MPH. Cruise control shall not be activated.

4.3.2 TRANSMISSION/ DRIVE - Automatic transmission, Allison 4500RDS or equivalent.

4.3.3 PTO - Transmission to PTO speed up ratio is 124%. The PTO always needs to be able to be independent of truck travel speed or engine speed.

4.3.4 CUSTOM FRAME LAYOUT - Need inside left-hand frame rail clear for PTO drive mount and extension tube to mount oversized pump at rear of transmission. Chassis shall be fitted with left hand transmission PTO.

4.3.5 CAB TO AXLE - Minimum 187" inches. with a wheelbase that is a minimum 254" inches.

4.3.6 AXLES - Pusher axles with pusher tire to be low profile and follow inside track of tandem axle. Rear axle spread shall be 54" inches. Front axle rating shall be a minimum of 20,000lbs. Rear axle rating shall be a minimum of 46,000lbs. Pusher shall be a minimum of 8,800lbs. Total gross vehicle weight shall be 66,000 lbs.

4.3.7 SUSPENSION - Maximum allowable vertical travel of suspension is 4"

4.3.8 WHEELS & TIRES - Front wheels to be 10-hole hub piloted, steel disk wheels, 315/80, steel belted tubeless radials, preferred. Front wheels to be highway tread design, preferred. Rear dual wheel application to be 11R22.5 self-cleaning, lug design, preferred.

4.3.9 BRAKES – Manufacturer's design.

4.3.10 FUEL SYSTEM - Truck shall be equipped with a diesel and DEF system. Truck will be delivered with full fuel and DEF tanks.

4.3.11 COLOR - OEM white.

4.3.12 CAB - Standard cab with running boards preferred, tilt hood and fenders, cab grab handles, and manufacturer's standard AM/FM radio. Power windows, power doors, power mirrors. Doors must have armrests. Units factory equipped with installed OEM air conditioner, heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside manual mirrors, West Coast type preferred, single piece, spring loaded preferred, retractable preferred, heavy duty mirrors. A back-up camera with dash monitor and exterior audible back up alarm shall be provided.

4.3.13 EXHAUST SYSTEM - Stainless steel, vertical exhaust components must not effect the clear cab to trunnion dimension.

4.3.14 COOLANT SYSTEM - Largest capacity radiator available.

4.3.15 UNIT MUST BE EQUIPPED WITH THE FOLLOWING ADDITIONAL EQUIPMENT:

4.3.15.1 OEM horn.

4.3.15.2 Integral power steering

4.3.15.3 Adjustable steering column

4.3.15.4 Water temperature, oil pressure, tachometer and volt or amp gauges.

4.3.15.5 5lb ABC fire extinguisher

4.3.15.6 Turn Indicators, front and rear, stop and taillights

4.3.16 CHASSIS - Any brand chassis is acceptable that meets these requirements.

4.3.17 FRICTIONAL MASTIC SEAL APPLICATOR SPECIFICATIONS:

4.3.17.1 MASTIC SEAL TANK - A minimum 2,000-gallon cylindrical shaped tank for mastic sealer is required. Unit to have an agitation or mixing system to maintain material consistency during transit, pumping, and spreading operations, regardless of engine speed. Tank shall be bright orange in color.

4.3.17.2 WATER TANK - 300-gallon tank for water shall be supplied, with a high-pressure power washer.

4.3.17.3 SPREADER BOX - Unit equipped with a slurry seal spreader box, expandable up to a minimum of 12ft, for the application of Onyx or equivalent material. An expandable spray bar with spray nozzles shall not be substituted for a spreader box. The spreader box shall have either a squeegee or brush to smooth the material application.

4.3.17.4 STANDING PLATFORM - Applicator shall be equipped with an enclosed rear operator deck with access to the mastic seal tank.

4.3.17.5 MATERIAL DELIVERY SYSTEM - Material shall be dispensed through a gravity fed system to reduce historical maintenance costs from pump and clogged nozzles on spray bar delivery systems.

4.3.17.6 APPLICATOR BODY - A Bergkamp MAxxG mastic seal body is required. An equivalent alternate premix mastic seal applicator is acceptable with proven performance at an on-site demonstration within 10 business days of bid closing. The City of San Antonio Public Works department shall provide the Onyx 17 of 36 for the slurry. The demonstration shall require bidder presence up 6 hours for the on-site sealing demonstration on a city road.

4.3.18 MISCELLANEOUS: This truck shall replace Unit# #041912 that is used by the Public Works Department.

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 \$50,000.00. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number SM10-20 through HGAC Cooperative Purchasing.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, 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.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR 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.

Insurance.

Prior to the commencement of any work under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by

CITY'S Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
*5. Products liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: Finance Department-Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.

- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

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 – City of San Antonio Local Preference Program Tracking Form

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

Exhibit I – HGAC Contract SM10-20

Exhibit II – BERGKAMP MA20G Spec Drawing

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.

Invoice Submissions. City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

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.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this offer and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an Offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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

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.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

In accordance with SB 13, effective September 1, 2021, Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

In accordance with SB 19, effective September 1, 2021, Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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), addendums, 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, 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.

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.: _____
Signer's Name: Jennifer Straus
Name of Business: Bergkamp Inc.
Street Address: 3040 Emulsion Dr.
City, State, Zip Code: SALINA, KS 67401
Email Address: Jennifers@bergkampinc.com
Telephone No.: 254-717-3664
Fax No.: 785-643-4269
City's Solicitation No.: 61 000 16581

J. Straus
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 Finance Department, Purchasing Division, 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 - PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1	Slurry Seal Applicator

PRICE EACH: \$ MAXX G MODEL MA20 (\$172,800) KENWORTH (\$189,000)
9/14 SPREADER BOX (\$12,600) DELIVERY (\$2,800)

TOTAL: \$ 368,200.00

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

2022 KENWORTH MODEL

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

CUMMINS X15 450V

TRANSMISSION OFFERED:

ALLISON 4500 RDS

CAB & CHASSIS WARRANTY:

KENWORTH BASIC WARRANTY IN EFFECT TIL 11-3-2024

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

KENWORTH OF SOUTH TEXAS

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

9010 INTERSTATE 10 EAST

CONVERSE TX 78109

SPECIFIC MAKE & MODEL OF FRICTIONAL MASTIC SEAL APPLICATOR BODY OFFERED:

BERGKAMP MAXX GRAVITY MODEL MA20G

FRICTIONAL MASTIC SEAL APPLICATOR BODY WARRANTY:

12 MONTHS

FRICTIONAL MASTIC SEAL APPLICATOR BODY WARRANTY SERVICE PROVIDER FACILITY NAME:

KINLOCH EQUIPMENT + SUPPLY

FRictional Mastic Seal Applicator Body Warranty Service Provider Facility Address:

3816 Binz Englemen Road, Suite B-101
San Antonio, TX 78219

Delivery will be made within 30 calendar days after issuance of purchase order.

Production cut-off date for year model offered: NOT APPLICABLE

Indicate the last day that the city can place orders under this contract without missing the production cut off date: NOT APPLICABLE

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? (YES/NO) _____

ITEM	QUANTITY	DESCRIPTION
2	1	Cooperative Fee

Price each: \$ 1,500

TOTAL: \$ 1,500

Prompt Payment Discount: 0 % 0 days. (If no discount is offered, Net 30 days)



PAVEMENT
PRESERVATION

MAxx-G

BERGKAMP®



MAxx-Gravity **Premixed Surface Treatment Applicator**



Simplify your pavement maintenance projects,
while minimizing your operating costs.

(785) 825-1375 • www.bergkampinc.com



An Easy And Cost-Effective Solution For Your Pavement Preservation Program

The MAxx-Gravity (MA30G and MA20G) Premixed Surface Treatment Applicator is the latest in pavement preservation technology from Bergkamp Inc. The MAxx Gravity is available in 3,000- and 2,000-gallon models that are specifically designed for the application of a variety of premixed frictional mastic asphalt materials, premixed slurry seals and other treatments that can extend the life of asphalt pavement by several years.

Using a premixed materials system removes many of the challenges associated with traditional slurry seal applications. Once the premixed material is loaded into the tank, the equipment simply pours it into a spreader box to apply to the existing pavement. There is no need to calibrate the machine or worry about the materials ratio. The MAxx-Gravity is so simple to use, your crews can start working with minimal training.



How the MAxx-Gravity Works:



1

All material mix design is made to precise specifications at a central mix plant, resulting in zero required operator calculations and only minor on-the-job adjustments to the spreader box and water functions. Bergkamp can help you find the right material in your area.



2

Materials can be loaded in one of two ways — either premixed at the central mix plant and shipped to you, or materials are sent to you pre-metered in proper proportions for mixing in the tank onsite.



3

Material is applied with a standard Bergkamp spreader box; augers are optional.

Equipment Benefits

- Full-length mixer and ribbon agitator mixes the material and keeps it moving inside the tank, which discourages segregation and separation.
- There is no need to calibrate the machine or worry about materials ratio.
- The unit requires only a small crew with minimal training.
- Cleanup is quick and easy using the standard 25-foot hand hose and 300-gallon water tank.
- Available in 3,000- and 2,000-gallon models.



Features

MA30G – 3,000-Gallon Material Tank (11,356 L) or MA20G – 2,000-Gallon Material Tank (7,571 L): Horizontal tank constructed of 3/16-inch A36 steel. Rear inspection platform with handrails to view rear loading hatch. A 5-inch fill port with valve and camlock fitting on the left-hand side of the tank is accessible from ground level.



Agitator and Mixer: Full-length ribbon mixer with counter-flow mixing technology keeps aggregate in suspension. Hydraulically driven and bi-directional. Speed is controlled hydraulically and maintained, regardless of truck engine speed.

Operator Platform: Operator platform is located at the rear of the applicator on the driver side, allowing visual observation of the material as it pours into the spreader box and the application of material on the road. Allows the operator to hydraulically control the agitator on/off/speed, chute discharge valve open/close, spreader box lift, spreader box side shift, water pump on/off, spray bars on/off/flow rate and spreader box augers on/off. Gate access has a latch. Additional platform located opposite the operator platform for tool storage or access to rear inspection platform.



Water Hose: One 25-foot hand hose at operator's station.

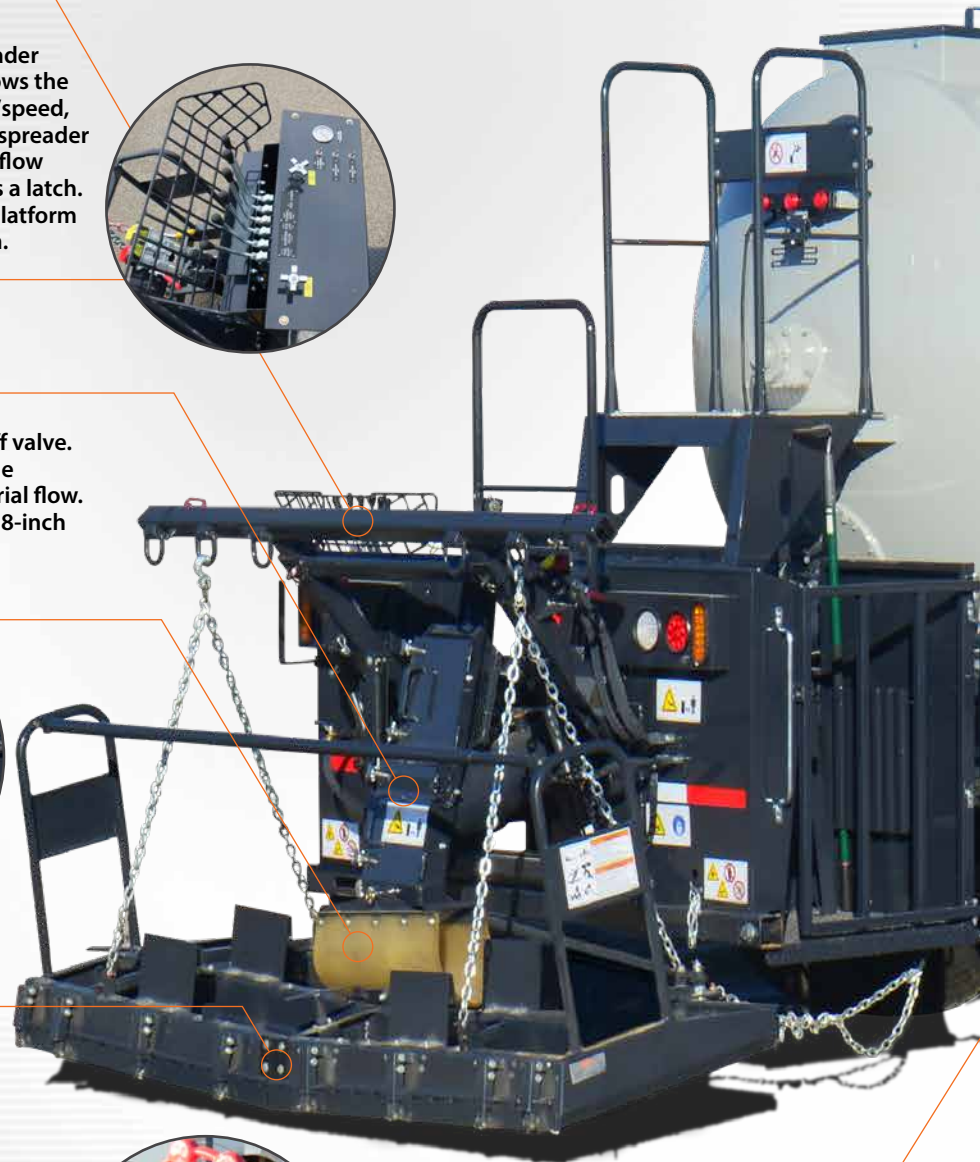
Discharge System: 8-inch diameter. One hand-operated positive shutoff valve. Mounted immediately adjacent to rear tank wall. One hydraulically operated chute valve to regulate material flow. Includes quick opening doors for cleanout access to 8-inch pipe from tank, as well as discharge chute.

Diverter: Hydraulically operated urethane diverter avoids damage when lifting the spreader box, and can be angled to better control material placement in the spreader box. Diverter opens easily, with removal of one pin, for cleaning.



Spreader Box: Control lift bar and side shift features are hydraulically operated. Spreader box pull points are located immediately behind the rear axle. A Bergkamp slurry seal box is recommended. We offer various sizes with or without augers.

Water Spray Bars: One front, one rear; provide full-width misting of roadway. Independent rate and on/off control for each. On/off controlled and flow regulated from rear operator station. Strainer is included in spray bar plumbing.



Hydraulic System

Hydraulic Cooler:

12-inch x 12-inch, with 12V fan in shroud.

Hydraulic Filter:

11 microns. Spin on for ease of maintenance and service.



Hydraulic Reservoir:

35-gallon steel tank includes a level and temperature sight gauge.

Hydraulic Pump:

Variable-volume piston pump. PTO-driven to power: (1) agitator; (2) spreader box side shift; (3) material flow control valve; (4) spreader box lift bar; (5) water pump; (6) chute diverter; (7) spreader box augers.



300-Gallon Water Tank:

Anti-siphon. Water fill is located on the tank with a quick curbside connection for safety.

Water Pump:

Hydraulically driven, centrifugal water pump with strainer provides water flow to pavement spray bars and hand hose.

Lights:

Taillights, turn/brake lights, license plate lights, clearance lights and conspicuity tape.

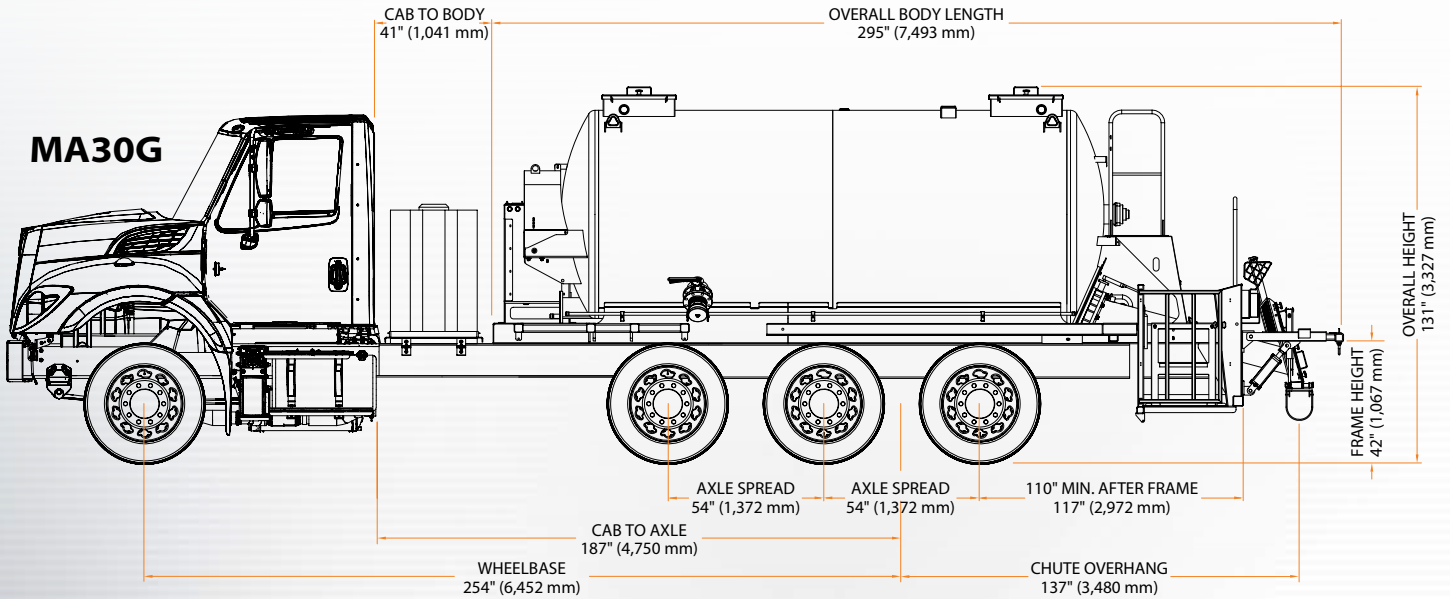
Paint:

Industrial primer and industrial enamel in Bergkamp orange, unless different color is specified by customer.

Options:

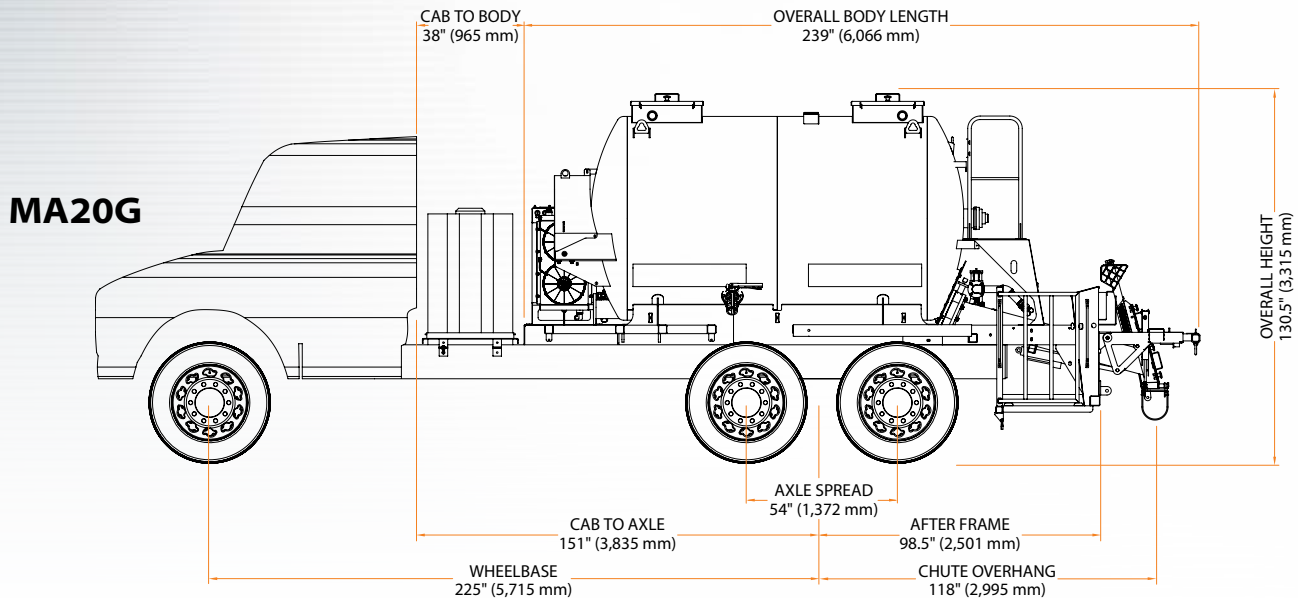
- 360-degree birds-eye camera system. Includes four cameras, mobile digital recorder, 10-inch display, wi-fi, and 4G capabilities.
- Single rear back-up camera with night vision and 7-inch in-cab display
- Work lights and beacons

MAxx-Gravity Truck Specifications



Truck Specifications	MA30G	MA20G
Engine	Minimum 350 hp, 1,450 ft lbs torque	Minimum 350 hp, 1,450 ft lbs torque
Transmission	Allison 4500 RDS	Allison 4500 RDS
PTO	Transmission-to-PTO speed-up ratio is 124%. The PTO must be able to be on at all times, independent of truck travel speed or engine speed.	Transmission-to-PTO speed-up ratio is 124%. The PTO must be able to be on at all times, independent of truck travel speed or engine speed.
Axle Rating	FGAWR 20,000 lb (9,072 kg) Pusher 8,800 lb (3,992 kg)	FGAWR 16,000 lb (7,257 kg) Pusher 8,800 lb (3,992 kg)
	RGAWR 46,000 lb (20,865 kg) GVWR 66,000 lb (29,937 kg)	RGAWR 46,000 lb (20,865 kg) GVWR 62,000 lb (28,123 kg)
Empty Paver Weight	28,500 lbs (12,927 kg) with lift axle	24,500 lbs (11,113 kg)
Loaded Paver Weight	70,000 lbs (31,751 kg) maximum with lift axle	53,000 lbs (24,040 kg)

Note: End user is responsible for loading the MAxx-Gravity within the truck manufacturer's axle rating and within federal, state, and local laws.



Premixed Materials

The MAxx-Gravity is designed to apply a variety of premixed materials that incorporate aggregate, asphalt emulsions and polymers, depending on the requirements for your individual projects.

Please **contact your Bergkamp sales representative** to discuss the appropriate materials that are available in your region.



Our dedicated technical support staff ensures the MAxx-Gravity will run at peak productivity levels.

Bergkamp Product Support

(800) 283-7226 • service@bergkampinc.com

All of Bergkamp's equipment comes with our renowned startup support, operator training and telephone technical support for the lifetime of the equipment.

Please speak with our Technical Support staff to discuss additional services we can offer. Our goal is to make sure customers receive prompt service and support to minimize costs and downtime, while boosting efficiency.



Contract #052417-BGK



Contract #SM10-16



Contract #597-19

All MAxx models are available for purchase through these government procurement services.

BERGKAMP®

Providing Pavement Preservation Solutions Worldwide

Bergkamp Inc. has been an expert in pavement maintenance equipment for more than 40 years and works with customers throughout the world. The company's success continues to grow through hands-on knowledge of the industry and its products, and the company's dedication to customer support.

Bergkamp builds all-in-one truck-mounted flameless pothole patchers and easy-to-use spray injection pothole patchers. We are the only manufacturer to produce a full-size continuous slurry seal and micro surfacing paver. Bergkamp also builds a full line of truck- and trailer-mounted slurry seal and micro surfacing pavers and supporting equipment.

Contact Bergkamp today to find cost-effective solutions for extending the life of highways, roads and parking lots.



www.bergkampinc.com
government-sales@bergkampinc.com
sales@bergkampinc.com



SCAN WITH
CAMERA APP

Bergkamp Inc.

3040 Emulsion Drive
Salina, KS 67401-8966 USA
Phone: (785) 825-1375
Fax: (785) 825-4269

Proud Member Of



Connect With Us



**MAxx-Spray Premixed
Surface Treatment Applicator**



**SP5E Spray Injection
Pothole Patcher**



**FP5 Flameless
Pothole Patcher**



Spreader Boxes



M1E Continuous Pavers



MS13 Mobile Support Unit



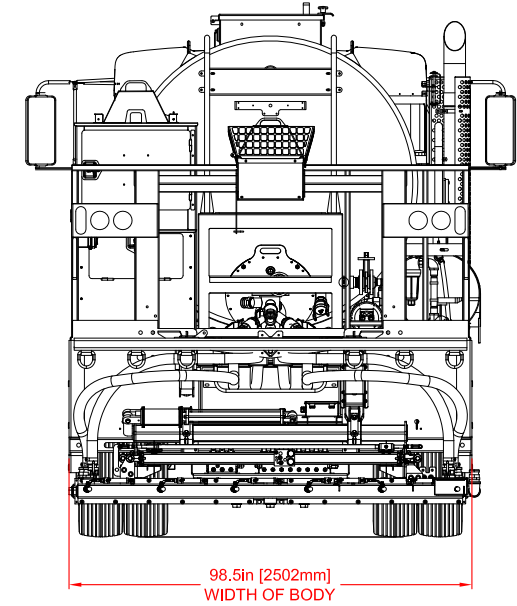
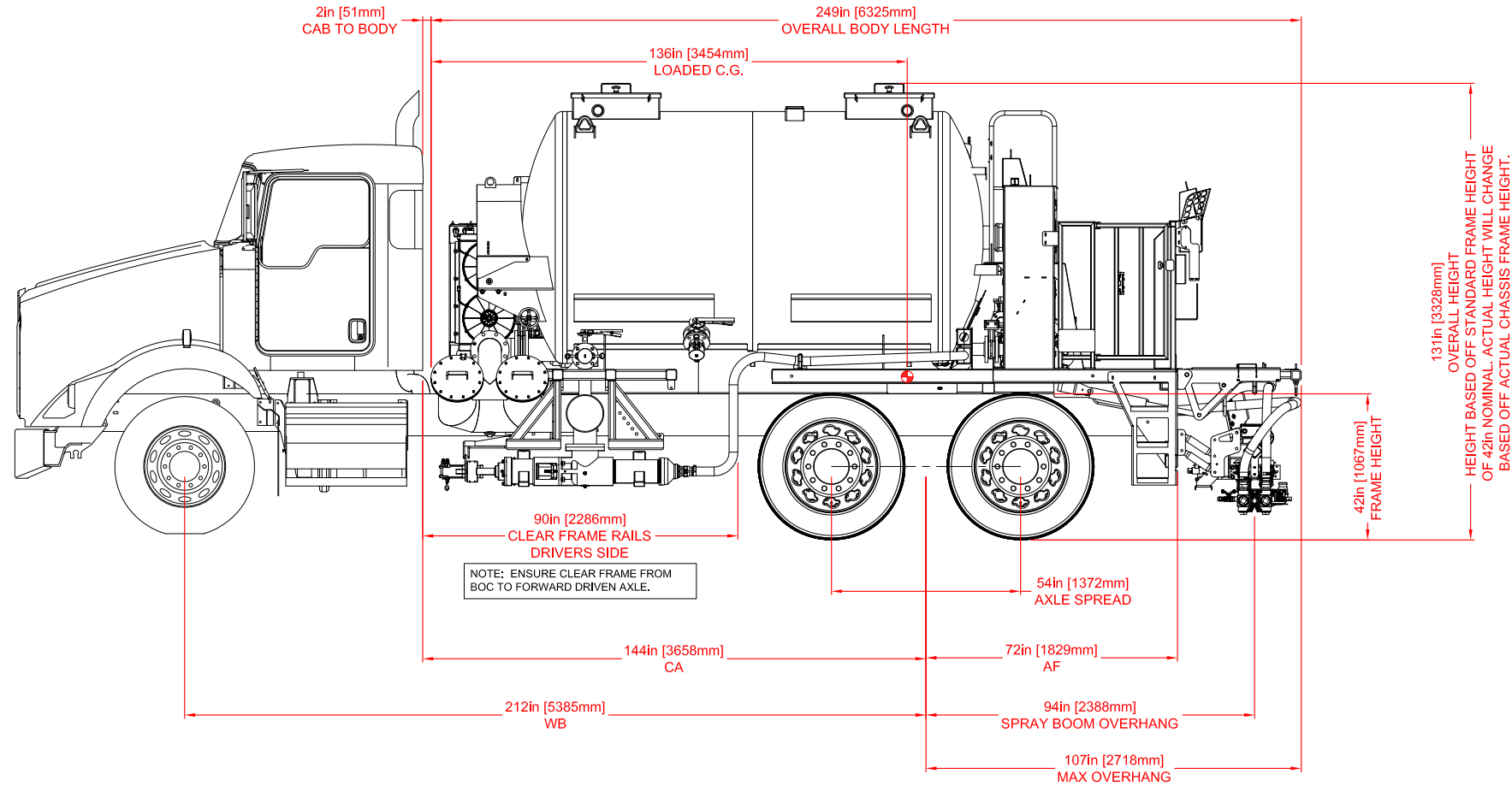
M310E Paver



EMCADS Pro System

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MA20 TRUCK SPECIFICATIONS



TRUCK ENGINE

- ENGINE SELECTION DETERMINED BY CUSTOMER AND TRUCK VENDOR FOR INTENDED USAGE AND DEMAND.
- MINIMUM OF 350 HP AND 1450 FT LBS OF TORQUE RECOMMENDED.

EXHAUST

- ALL VERTICAL EXHAUST COMPONENTS MUST NOT AFFECT THE CLEAR CAB TO TRUNION DIMENSION.
- AFTER TREATMENT COMPONENTS PLACED ON PASSENGER SIDE OF TRUCK TO PROVIDE CLEAR PATH FOR MATERIAL PUMP(S).

TRANSMISSION

- ALLISON 4500 RDS.
- FINAL DRIVE RATIO IN LOWEST GEAR (TRANSMISSION FIRST GEAR RATIO MULTIPLIED BY THE REAR END RATIO) IS TO BE 23 OR GREATER (E.G., 4.70 TRANSMISSION FIRST GEAR RATION X 5.29 REAR END RATIO = 24.9 FINAL DRIVE RATIO).

PTO

- SPRAY PAVING (SINGLE PUMP)
 - 42HP 161Ft*Lbs
- SPRAY PAVING (DUAL PUMP)
 - 56HP 214Ft*Lbs
- TRANSMISSION TO PTO SPEED UP RATIO IS 124%.
- THE PTO MUST BE ABLE TO BE ON AT ALL TIMES, INDEPENDENT OF TRUCK TRAVEL SPEED AND/OR ENGINE RPM.

AXLE REQUIREMENTS

- FGAWR 20,000 LB [9,072 Kg]
- RGAWR 40,000 LB [18,144 Kg]
- GVWR 60,000 LB [27,216 Kg]

SUSPENSION & TIRES

- MAXIMUM ALLOWABLE VERTICAL TRAVEL OF SUSPENSION IS 4" [102mm].

FRAME RAILS

- FRAME RAILS: 10-5/8" x 3-1/2" x 5/16" [270mm x 89mm x 8MM].
- FULL STEEL INSERT: FOR 10-5/8" [270mm] OR 10-3/4" [273mm].

CUSTOM FRAME LAYOUT

- INSIDE LEFT HAND FRAME RAILS CLEAR FOR PTO DRIVE MOUNT AND EXTENSION TUBE TO MOUNT OVERSIZED PUMP AT REAR OF TRANSMISSION.
- CLEAR OUTSIDE FRAME RAILS LEFT HAND SIDE 90" [2286mm] FROM BACK OF CAB.
- CHASSIS WILL BE FITTED WITH LEFT HAND TRANSMISSION MOUNTED PTO.

TAIL LIGHT WIRING

- COMBINATION STOP / TAIL / TURN WIRING HARNESS.

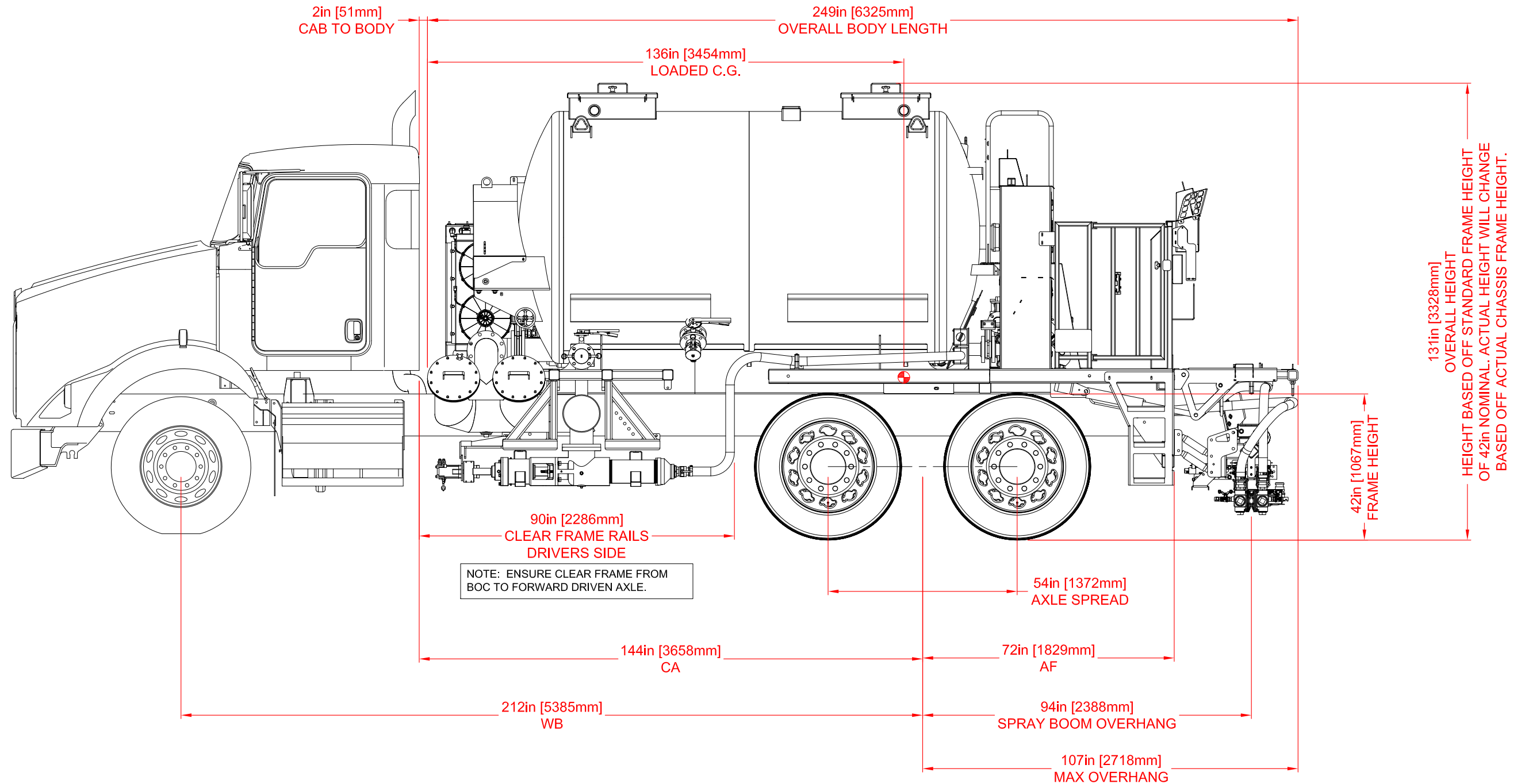
GENERAL NOTES

- THIS SPECIFICATION IS FOR REFERENCE ONLY. CONSULT BERGKAMP ENGINEERING BEFORE PURCHASING A TRUCK CHASSIS.
- ANY DEVIATION FROM AXLE SPACING REPRESENTED REQUIRES WEIGHT ANALYSIS TO VERIFY LOAD RATINGS OF AXLES ARE NOT COMPROMISED.
- END USER IS RESPONSIBLE FOR LOADING THE MA20 WITHIN THE TRUCK MANUFACTURER'S AXLE RATINGS AND WITHIN THE FEDERAL, STATE, AND LOCAL LAWS.

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MATERIAL LOADS AND CENTER OF GRAVITY DATA

MATERIALS		VOLUMES		WEIGHTS		* EMPTY & LOADED WEIGHT		
MASTIC	2000 GALS	7571 L	20,000 LBS	9,072 Kg	EMPTY MACHINE WEIGHT	10,100 LBS	4,581 Kg	
WATER	135 GALS	511 L	1,1134 LBS	5,050 Kg	APPROX. TRUCK WEIGHT	16,900 LBS	7,666 Kg	
						EMPTY PAVER WEIGHT	27,000 LBS	12,247 Kg
						LOADED PAVER WEIGHT	48,400 LBS	21,954 Kg
* DIMENSIONS & CAPACITIES SUBJECT TO CHANGE WITHOUT NOTICE								
NOTE: END USER IS RESPONSIBLE FOR LOADING THE PAVER WITHIN THE LOAD LIMITS OF THE TRUCK MANUFACTURER'S AXLE RATINGS AND ADHERING TO ALL FEDERAL, STATE OR LOCAL LAWS.								



KENWORTH
VMXXR036-1
UNIT TYPE 2

CHASSIS FINAL BILL
FOR VIN 3BKDL40X8NF129986

PAGE 001
AS OF 08/11/21

DEALER CODE - K120
NAME AND ADDRESS
KANSAS KENWORTH, INC.

CUSTOMER NO - 1JPM
BERGKAMP INC
46848

DATES
REQ DELV 05/10/21

2301 NORTH OHIO

MA20G X154504500RDS

DELIVERY 08/11/21
PRIC EFF 08/11/21

SALINA

KS 67401

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091041 ASPHALT
INTENDED SERVICE 0093130 CONSTRUCTION

BODY

BODY TYPE 0095110 TANK
BODY LENGTH 252.00 IN BODY HEIGHT 144.00 IN
MAX LADEN WEIGHT 24000.00 LBS

TRAILER

TRAILER TYPE
TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 75.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 16000.00 LBS REAR AXLE LOAD 46000.00 LBS GCW 62000.00 LBS
WHEELBASE 231.00 IN FAX/BOC 80.00 IN CAB/AXLE 151.00 IN
CAB/EOF 250.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 079
% CLASS B 020
% CLASS C 001
% CLASS D 000

KENWORTH
VMXXRG36-1

CHASSIS FINAL BILL
FOR VIN 3BKDL40X6NF129986

UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098025 U.S. DOMESTIC REGISTRY

ENGINEERING ASSIGNED RATINGS
GAWR FRONT: 16,000.00 LBS
GAWR FIRST INTER 23,000.00 LBS SECOND INTER 0.0
GAWR REAR: 23,000.00 LBS
GVWR: 62,000.00 LBS

CODE	DESCRIPTION	PUB CD	E
	BASE MODEL		
0000800	T800 CONVENTIONAL	P	20
0070066	T800	P	
0080055	CARB IDLE EMISSIONS REDUCTION FEATURE CUMMINS ENGINES	P	
0090000	NONSLEEPER With rear axle capacity less than 59K	P	
	ENGINE AND ENGINE EQUIPMENT		
0130321	X15 450V 45002000 16500950	P	
	2021 W/INTEBRAKE, PRODUCTIVITY SERIES		
N0920	C399 120...STANDARD MAXIMUM SPEED LIMIT		
N0922	C402 0....EXPIRATION DISTANCE (C402)		
N0924	C209 120...HARD MAXIMUM SPEED LIMIT (C2		
N0926	C121 67...MAXIMUM ACCELERATOR PEDAL VE		
N0930	C128 67...MAXIMUM CRUISE SPEED (C128)		
N0936	C400 252...RESERVE SPEED FUNCTION RESET		
N0938	C334 0....MAXIMUM CYCLE DISTANCE (C334		
N0940	C401 10...MAXIMUM ACTIVE DISTANCE (C40		
N0942	C333 0....RESERVE SPEED LIMIT OFFSET (
N0944	C234 NO...ENGINE PROTECTION SHUTDOWN (
N0946	C231 NO...GEAR DOWN PROTECTION (C231)		
N0948	C132 2200..MAX PTO SPEED (C132)		
N0950	C239 NO...CRUISE CONTROL AUTO RESUME (
N0952	C238 NO...AUTO ENGINE BRAKE IN CRUISE		
N0954	C395 0....EXPIRATION DISTANCE (C395)		
N0956	C225 NO...ENABLE IDLE SHUTDOWN PARK BR		
N0958	C133 5....TIMER SETTING (C133)		
N0960	C396 YES...ENABLE IMPENDING SHUTDOWN WA		
N0962	C397 60...TIMER FOR IMPENDING SHUTDOWN		
N0964	C206 35...ENGINE LOAD THRESHOLD (C206)		
N0968	C233 NO...IDLE SHUTDOWN MANUAL OVERRUL		
N0972	C382 YES...ENABLE HOT AMBIENT AUTOMATIC		
N0974	C188 40...LOW AMBIENT TEMPERATURE THRE		
N0976	C189 60...INTERMEDIATE AMBIENT TEMPERA		
N0978	C190 80...HIGH AMBIENT TEMPERATURE THR		
1000151	PREMIERSPEC	P	
1000243	PT Optimization analysis: Performance power before economy results	P	
1000256	Customer's Typical Operating Spd:64 MPH	P	
1000684	Effective VSL Setting NA	P	

KENWORTH
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BKDL40X8NF129986

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD
1000858	Engine Idle Shutdown Timer Disabled	P
1000859	Enable EIST Ambient Temp Ovrrule	P
1000891	Eff EIST NA Expiration Miles	P
	Use only with MX and Cummins engines	
1002080	Air comp: Cummins 18.7 CFM, Naturally Aspirated for X15 engines	P
1051086	AIR CLEANER POWERCORE 10" ENGINE MOUNT 2007 & 2010+ engines	P
1105220	Fan Hub: Horton 2-Speed for X15	P
1125640	COOLING MODULE: 1440 SQ	P
1247234	EXH: 2021 RH UND DPF/SCR W/ RH SOC VERT TP - NOT 2.1M HIGH ROOF SLPR	P
1290124	Tailpipe: 5" Single 24" 45 Deg Curved	P
1321109	Fuel Filter:PACCAR Std. Serv. Interval Fuel/Water Separator, 2017 and Later	P
1321200	Run Aid:None	P
	*For Fuel Filter	
1321300	Start Aid:None	P
	*For Fuel Filter	
1500029	Kenworth Fuel Cooler	P
	See Extended Prospector Desc. for Usage	
1504005	IMMERSION ENG BLOCK HTR:110-120V/1500W PLUG LOC UNDER DOOR C5, T6, T8 & W9	P
1816260	Alternator: PACCAR 160 amp, brush type	P
1821210	BATT: 3 PACCAR GP31 THR (700-730) 2100-2190 CCA DUAL PURPOSE BATTERIES	P
1836106	mitsubishi 105P55 12V STARTER W/CUMMINS AND PX ENGINES	P
1840005	BATT DISCONNECT SW: 2 MTD ON BATT BOX	P
1900082	MULTI FUNCTION ENG CONN FOR BODY BLDR for Cummins	P
1900086	CONNECTION BTWN PTO SW & ENG Requires code 1900082 Cummins/1900084 PACCAR MX	P
	MAIN TRANSMISSION AND CLUTCH	
2016158	TRANS:ALLISON 4500RDS 6 SPD GEN 5,W/PTO W/O RETARDER	P 2
2408401	D/L: 2 MERITOR RPL25 W/ 1 CB REQ 3500058	P
2410018	TORQUE CONVERTER INCLD W/ALLISON TRANS	P
2410019	TRANSMISSION APPROVAL RECEIVED, SEE NAR NARRATIVE N2060 FOR RECEIVAL DATE	U
2410151	PUSH BTN CTRL: CONSOLE MTD FOR ALLISON GEN 4/5. NOT T3	P
2410204	ALLISON FUEL SENSE: DELETE	P
2410212	ALLISON TRANS MOBILE PTO OPERATION - CHANGE MAX OUTPUT SPEED TO 4500 RPM	P
2410244	J1939 Park Brake Auto Neutral	P
2410311	Decline Allison Neutral at Stop Stand-Alone	U
2410428	ALLISON GEN 5 RDS PACKAGE 180 FOR 3000, 3500, 4000, 4500, 4700 TRANS	U

KENWORTH
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BKDL40X8NF129986

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD
2410571	TORQUE CONVERTER:TC571 F/4000 SERIES	U
2429100	USE WITH HD, 4000 & 4500 EVS, HS & RDS CHASSIS WILL BE FITTED W/ LH TRANS PTO	F
N2410	PREVENTS ECU INTERFERENCE W/ PTO ONLY SCAAN 129986 06/03/21	
FRONT AXLE AND EQUIPMENT		
2536002	FR PACCAR FX-20 ST AXLE RATED @ 20K 4" DROP STD TRACK	P
2621078	FR BRK:BENDIX ES 16.5X6 MAX CAP 22K	P
2690035	FR BRK DRUM:CAST MAX CAP 22K 16.5X6"	P
2701319	FR AL HUB PIL MNT MAX CAP 20K 16.5X6" OR 7" OR AIR DISC BRKS 11.25" BC 10BLT	P
2741970	FR CONMET PRESET PLUS HUB PKG	P
2750001	FR HUBCAP VENTED	P
2765001	FR AUTO SLACK ADJ	P
2864116	FR SPRG TAPERLEAF 16K W/SHOCKS TWO LEAF	P
2893881	PWR STRG SING GEAR, TRW TAS85 16K W900B/W990 AVAIL, N/A W9S/L OR T3	P
2899336	PWR STRG COOLER RADIATOR MTD	P
REAR AXLE AND EQUIPMENT		
3142160	RR MERITOR RT46-160 46K DUAL SING RED	P
3200538	REAR AXLE RATIO-5.38	P
3334004	RR BRK:BENDIX ES S-CAM 16.5X7" DUAL 46K MAX/EXT SERVICE	P
3392005	RR BRK DRUM:CAST S-CAM DUAL	P
3407050	RR HUB:AL HUB-PILOT DUAL 11-1/4" BC REQUIRES "R" SERIES OUTER ENDS	P
3441972	RR CONMET PRESET PLUS HUB PKG:DUAL	P
3465002	RR AUTO SLACK ADJUST:DUAL	P
3485207	RR SPRING BRK:3030 LONGSTROKE DUAL	P
3495226	ABS:BENDIX 4S/4M	P
3500058	FR WHL+2 GRP RR WHL*AVL ONLY W/AIR BRK I/A D/L: 1 MERITOR RPL20 USE W/ RPL25(SD) MAIN D/L	P
3740130	KW AG460 46K DUAL 54" AS 10.5" RIDE HT	P
3830152	AIR SPRINGS: HEAVY DUTY FOR AG460 REPL STD DUTY SPRINGS	P
TIRES, WHEELS & RIMS		
4038263	FR GY G291 315/80R22.5 20PR AP PART: GY315/80R22.5LG291 FET: 106	P
4238866	RR GY ENDURANCE LHD 11R22.5 16PR PART: GY138179734 FET: 232	P
4900008	CODE-REAR TIRE QTY 08.	
5042311	FR WHL ACCUR 29039 22.5X9 STL HUB PIL ARMOR PWDR COAT	P
5853906	PWDR COAT WHT REQS 50/51/52/57/578 CODE: ALL STL WHLS MUST HAVE SAME COLOR	P

KENWORTH
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CHASSIS FINAL BILL
FOR VIN 3BKDL40X8NF129986

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PR
5242285	RR WHL ACCUR 50344 22.5X8.25 STLHVYDUTY	P	
5900008	HUB PIL, ARMOR PWDR COAT CODE-REAR RIM QTY 08.		
FRAME AND EQUIPMENT			
6054600	FRAME RAILS: 10-5/8 X5/16" STL 337-416"	P	
6141600	SECTION MOD:14.80, RBM:1,776,000 LBS FULL STL INSERT F/ 10-5/8" OR 10-3/4"	P	2
6301790	STL 337-416" OR 2ND INSERT F/ 11-5/8"		
6319485	BUMPER: STRAIGHT STL CHANNEL, CHROME REQS BUMPER SETTING CODE	P	
6324025	46.5 INCH BUMPER SETTING *REQS BUMPER CODE	P	
6390083	FRONT TOW HOOK: CAST CENTER MTD	P	
6390086	C5 REQS STL,T8 REQS IRON FRT DRIVE BRKT Custom Frame Layout Complete	U	
6390103	VEHICLE LAYOUT SENT PENDING APPROVAL	U	
6391201	FRT MUDEFLAPS	P	
6405048	Custom Frame Layout: one chassis	P	1
6409901	BATT BOX MODULE: PAR ALUM UND, SHORT	P	
6451090	LENGTH, ALUM DP INTEGRAL STEP COVER BATTERY BOX LOCATION: LH SIDE	P	
6679821	T470,C5,T6,T8 NON-POL DPF/SCR OR CNG	P	
6721102	DP COVER W/STEP. CAB ACCESS RH UNDER 2021 EPA EMISSIONS ENGINE	U	
6722000	RR MUDEFLAP ARMS:BETTS B25 STD DUTY STRAIGHT (KIT INCL B1732 MTG BRKTS)	P	
6742009	RR MUDEFLAP SHIELDS:WHITE PLASTIC KW LOGO, ANTISAIL	P	
	SQUARE END OF FRAME: W/O C/M	P	
FUEL TANKS AND EQUIPMENT			
7214100	FUEL TANK: 100 US GAL 24.5" AL BOC RFL	P	
7722153	DEF TANK: SMALL ROUND, 14 GAL 2021 EMISSIONS	P	
7889203	DEF TO FUEL FILL RATIO 2:1 OR GREATER	P	
7889247	DELETE ANTI-SIPHON DEVICE F/TANK FILLER	P	
7889603	NECK ANY NUMBER OF TANKS		
7930100	DEF TANK LOC: RH LOCATION RH BEHIND CAB 100 GAL.	P	
CAB AND EQUIPMENT			
8049001	EXTENDED DAY CAB*CURVED GLASS CAB*	P	5
8080137	CAB DOOR BEARING BLOCKS: TOP & BOTIOM	P	
8090103	HOOD:METTON SLOPED 1-PIECE W/GRILLE SHELL	P	
8108010	HEATER/AIR COND W/INTEGRAL DEFROSTERS & 5 MODE ROTARY CTRLS*CAB ONLY NO SLPR*	P	
8190144	HTR SHUTOFF VLV:1 BALL TO SHUT OFF PRIM	P	
8201013	HTR*CAB HTR ONLY OR SER PLMBG*USE W/ STEERING WHEEL: 18" 4-SPK	P	

KENWORTH
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BKDL40X8NF129986

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD
8201200	STRG COLUMN:ADJ TELESCOPNG TILT*CODE F/18" STRG WHEEL*	P
8203060	5 SETS OF KEYS. REPLACES STANDARD (2 SETS OF KEYS).	P
8205118	INFO FOR C/I PTO: CHELSEA 277 10-BOLT	P
8205123	SW, wir'g W/GUARD FOR C/I ELECT-OVER HYD PTO. Wir'g routed on LH frame for connection to customer installed PTO. No air controls included.	P
8205139	KW DOES NOT GUARANTEE PTO CLEARANCE W/ ALLISON TRANSMISSIONS	U
8282004	Kenworth Drivex Information Center (Highline display)	P
8282009	INSTRUMENT PACKAGE	P
8282107	LARGE FLAT PANEL ON DASH FOR C/I CNTRLS REDUCES GAUGE COUNT BY 6	P
8331100	INTERIOR: CAB	P
8343304	INTERIOR COLOR: SLATE GRAY W/TRIM COLOR DARK SLATE GRAY	P
8410092	DR:KW AIR-CUSHION PREMIUM PLUS HB CLOTH INCL DUAL ARMRESTS & SUSPENSION COVER	P
8480090	RD SEAT: KW STL TOOLBOX PLUS HB CLOTH *INCL DUAL ARMRESTS*SUSP COVER NA	P
8490110	SEAT COLOR: DARK SLATE GRAY	P
8601432	KENWORTH RADIO DEA710 AM/FM/WB/USB, BLUETOOTH	P
8699514	SPKRS: 4 4"X6" HIGH PERFORMANCE*W/ KENWORTH*2 IN CAB HEADER/2 RR CAB CRNR	P
8699926	CB installation kit center mounted of header w/quick mt release dual antenna	P
8700108	UNDERDASH CNTR CONSOLE*1 CUPHOLDER/2 12V OUTLETS*F/USE WITH AUTOSHIFT/ULTRA	P
8700168	TURN SIGNAL SWITCH: COLUMN-MTD DIMMER INCL INTERMITTENT WIPER CONTROL	P
8700186	ELECTRIC DOOR LOCKS*LH/RH*	P
8700663	Kenworth TruckTech+ Formerly Remote Diagnostics	P
8800200	GRABHANDLES: CONTOURED	U
8800400	GRABHANDLE:1 LH INSD DOOR FRAME ABOVE DASH	P
8800401	GRABHANDLE:1 RH INSD DOOR FRAME ABOVE DASH	P
8832115	DAYLITE DOOR: LH/RH INCLDS RH PEEPER WINDOW	P
8841411	AIR HORN: SINGLE UNDER CAB	P
8850300	Look-down, pass. Door,Stainless 8.5x4.4	P
8865000	MIRROR: DUAL KW AERO MOTOR HTD W/INTGRL HTD CX MIRR & 8.5" MIRROR	P
8871438	RR CAB WINDOW: FIXED 17"X36" NOT AVAILABLE W/SLEEPER	P

KENWORTH
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BKDL4GX8NF129986

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD
8879213	WINDOW LIFT: ELEC POWERED LH/RH SIDE SW LOCATED ON DOOR PAD	P
8890017	REC HOLDER: ALUMINUM MTD ON TOOLBOX SEAT BASE*DIMENSION: 2" DEEP X 12.5"	P
8890100	WINDSHIELD: 1-PC W/CURVED GLASS	P
8890134	SUNVISOR: EXTERIOR W/INTEGRAL MARKER LTS	P
8890351	RUBBER WHEELWELL FNR EXTENSION 2" *T800 8X4 FWD MOST AXLE*CONV REQUIRES	P
8890898	CAB SUSP: LINK CABMATE*CONV ONLY*	P
8891000	QUIET CAB PKG: FIREWL BLNKT/FLR PAD/NON- VIT*T8/W9 AEROCAB; T6B INCL DSH PAD/COWL	P
	LIGHTS AND SIGNALS	
9010802	HEADLAMPS: DUAL REC HAL EXT LIFE DUAL BEAM *N/A T800/C500 WIDE HOOD*	P
9026205	MARKER: 5 LED AERODYNAMIC-INTEGRAL IN SUNVISOR	P
9030014	LED TURN SIGNAL: CONV FENDER-MTD	P
9030052	LED STOP/TURN/TAIL: WITH 2 LED B/U LIGHTS AND W/ LED LICENSE PLATE	P
9090027	HEADLAMPS TO TURN ON WHEN WIPERS ARE ACTIVE	P
9090039	INTERRUPTER SWITCH FOR MARKER LTS B-CAB: INCL IN TURN SIGNAL; T3 IN DASH	P
9090052	BRAKE LTS ON WHEN ENGINE BRAKE ACTIVE	P
9090115	REFLECTORS: 2 AMBER MIDERM-MTD F/FULL TRUCK*FOR TRACTOR USE 9090117*	P
9090126	BACKUP ALARM: ELECTRIC	P
9090845	CIRCUIT BREAKERS: TO REPLACE FUSES *DOES NOT APPLY TO ANY 5-AMP FUSE*	P
	AIR EQUIPMENT	
9101218	AIR DRYER: BENDIX AD-HF HTD PURAGUARD	P
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P
9140020	NYLON AIR TUBING: FRAME/CAB	P
N9150	CFL A/T: INSIDE LH FRAME RAIL CLEAR FOR	
N9151	CFL A/T: PTO DRIVE MOUNT AND EXTENSION	
N9152	CFL A/T: TUBE TO MOUNT OVERSIZED PUMP	
N9153	CFL A/T: AT REAR OF TRANSMISSION	
	ORDER REVIEWED BY APPLICATIONS TECH:	
9290176	Azucena.Santiago@PACCAR.com 011 52 686 562 8080 x5809	U
	SPECIAL EQUIPMENT	
9409852	GHG Secondary Manufacturer: Does Not Apply	P
9490206	WARNING TRIANGLE REFLECTOR KIT: 3 TRIANGLES IN PLASTIC CASE	P
9490406	FIRE EXT: ONE 5# DRY CHEMICAL TYPE MTD OUTBOARD OF RD. SEAT. Class ABC.	P

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

Attachment B

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: _____%

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: _____

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

Name of Business:	BERGKAMP INC	
Physical Address:	3040 EMULSION DR	
City, State, Zip Code:	SALINA, KS 67401	
Phone Number:	854-717-3664	
Email Address:	jennifers@bergkampinc.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	85	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" 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:	BERGRAMP INC.	
Physical Address:	3040 EMULSION DR	
City, State, Zip Code:	SALINA, KS 67401	
Phone Number:	854-717-3664	
Email Address:	Jennifers@bergkampinc.com	
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	<input checked="" type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No

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

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:

JENNIFER A. STRAUS

(Print Name) Authorized Representative of Bidder / Respondent



(Signature) Authorized Representative of Bidder / Respondent

SALES PROJECT MANAGER

Title

02/25/2023

Date

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

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

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: 6100016581

Name of Respondent:	<u>Bergkamp Inc</u>	
Physical Address:	<u>3040 Emulsion Dr</u>	
City, State, Zip Code:	<u>SALINA, KS 67401</u>	
Phone Number:	<u>785-825-1375</u>	
Email Address:	<u>Jennifers@bergkampinc.com</u>	
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 SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR 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 SUBCONTRACTOR 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 SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

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

ACKNOWLEDGEMENT

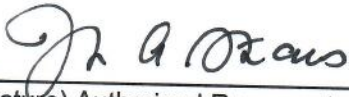
THE STATE OF TEXAS

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:

JENNIFER A. STRAUS

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

SALES PROJECT MANAGER

Title

2/25/2023

Date

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