

**BID SUBMITTAL FORM**  
**Alabama County Joint Bidding Program**  
**BID ITEM – HEAVY DUTY DUMP TRUCK CHASSIS OPTION B**

Company Name: Fourstar Freightliner

Address: 3140 Hayneville Road  
Montgomery AL 36108

Bid Submitted by: Danny Amaro  
(Name of company representative)

Title: Chassis Specialist E-mail address: dannya@fourstarfreightliner.com

Phone: 334-263-1085 Fax: 334-262-8906

By submitting this bid, we agree: Initials

That the equipment model number identified below meets the bid specs for this bid item DA

That the bid price will be honored for all counties for the period from Jan. 1, 2021 to Dec. 31, 2021. DA

That the equipment will be delivered at the bid price to all counties participating in the joint bid program DA

That the company representative listed above will be the contact person for purchasing this bid item under the joint bid program DA

That the bid is accompanied by a current catalog or model specification document for the model number identified below DA

That the bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications DA

That the bid includes the e-verify documentation required by Alabama law DA

That, if awarded the bid, a performance bond will be provided upon request DA

That an option sheet with individual pricing is attached DA

Total Bid Price including options: \$ 115,718.00

Equipment Model #: Freightliner 114SD

Description: Dump Truck Chassis

Signature of company representative submitting bid: Danny Amaro

Title: Chassis Specialist

## OPTION COST SHEET FOR HEAVY DUTY DUMP TRUCK CHASSIS OPTION B

### Option

### Option Price

Furnish, as an alternate transmission from the base bid, an Allison 4500-RDS-6 six speed automatic over drive Rugged Duty Series Gen 4 with transmission cooler, external oil cooler, internal filter, oil level sensor, temperature gauge and aluminum bell housing. Allison transmission to be factory filled with TRANSYND synthetic lubricant.

\$ 6,647.00

Factory installed 22k. Capacity non-steerable lift axle with dash mounted controls (flip valve, pressure regulator, & air pressure gauge) (4) 295/75R22.5 14 ply highway radial tires. (4) 22.5 12.25 steel wheels, 1yr/100k mile factory warranty

\$ 9,411.00

**NOTE:** Award will be made on the basis of the total cost of the machine with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the machine, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Equipment Model #: Freightliner 114SD

Description: Dump Truck Chassis

Signature of company representative submitting bid: Danny Amaro

Title: Chassis Specialist

# **BID SPECIFICATIONS FOR HEAVY DUTY DUMP TRUCK CHASSIS - OPTION B**

## **GENERAL**

These specifications shall be construed as the minimum acceptable standards for a heavy-duty dump truck chassis. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturers' equipment.

The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to the uses of counties participating in this joint bid.

Note all units offered for bid must be of manufacturer's current production model and must be fully compliant with EPA standard US10 without the use of EPA engine credits. Chassis should be equipped with the appropriate diesel particulate filter and SCR after treatment system.

## **BID SUBMITTAL FORM**

Each bidder must submit his or her bid on the Bid Submittal Form included in the invitation to bid package. All written warranties to be submitted shall be attached to the Bid Submittal Form.

## **BID PRICE**

The price bid shall include all destination charges, delivery charges, title fees, rebates and all other applicable costs and refunds.

## **REPLACEMENT PARTS AVAILABILITY**

Parts must be available for 5 years or 500,000 miles of use for the piece of equipment bid.

## **WARRANTY**

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid. Warranty must be transferable. Warranty must include the following minimum coverage:

Basic Vehicle: 1 Year or **100,000**

Diesel Engine: 2-year **250,000** However, counties will have the option to purchase additional coverage (an extended warranty) if negotiated between the purchasing county and successful bidder within the first 6 CHASSIS AND TOWING, ENGINE BEFORE 12 MONTHS of truck purchase.

Transmission: 3 Year **300,000 MILES**

Rear Carriers: 2 YEARS **200,000 MILES**

Yes X No       
Page # 16  
or  
Attachment X



### **ASSEMBLY AND DELIVERY**

The truck chassis will be purchased for use with a 16' dump body and optional body equipment that is to be bid separate and apart from the truck chassis. The dump body company will be responsible for assembly and installation of the dump body and related optional equipment, including the cost of the same. The selling truck chassis dealer will be responsible for delivery of the chassis to the dump Body Company for installation and for delivery of the complete dump truck unit to the county following installation and assembly of the dump body and related options onto the truck chassis. Freight to and from the Dump Body Company will be included in the truck bidder's proposal. Dump body installation and assembly costs will be included in the dump body bidder's proposal.

### **DOT INSPECTION AND SAFETY EQUIPMENT**

Prior to delivery each unit shall be DOT inspected and include the appropriate documentation and decal. In addition each unit shall be equipped with the required fire extinguisher and reflective triangle kit.

### **ENGINE AND RELATED COMPONENTS**

Shall be an in line 6-cylinder turbo charged diesel engine capable of developing 410 HP at 1900 RPM with a torque rating of 1450 lbs.-ft at 1000 RPM, 2000 GOV RPM.

Yes X No      
Page # 4

Side of hood air intake with firewall mounted Donaldson air cleaner with safety element and passive pre cleaner

Yes X No      
Page # 4

Engine cooling system to have a minimum 1,500 square inches of area, long life coolant with premium hoses, coolant protection -34 degrees F , with lower radiator guard

Yes X No      
Page # 6

Single vertical Exhaust with Heat Shields.

Yes X No      
Page # 5

Horizontal Diesel Particulate Filter with vertical tailpipe.

Yes X No      
Page # 5

Compression Brake with 2 switches (1) off/on (1) low, med, & high

Yes X No      
Page # 5

#### **Engine electronics to have:**

Full diagnostic capability

Yes X No      
Page # 14

Road Speed limiting and Cruise control feature

Yes X No      
Page # 14 & 4

Shutdown capabilities for critical engine functions

Yes X No      
Page # 5

### **STARTING AND ELECTRICAL SYSTEM**

12-Volt system fuse/circuit breaker protected, full copper circuit type

Yes X No      
Page # 13



12v, electric starter, 39MT 12v 160 amp 28-si alternator with remote volt sense

Yes ☒ No ☐  
Page # 6

(3) min 3000cca, 555rc, threaded stud batteries

Yes ☒ No ☐  
Page# 5

Positive and negative posts for jumpstart located on frame next to starter

Yes ☒ No ☐  
Page# 5

### **TRANSMISSION AND DRIVELINE**

Eaton fuller fro-14210c transmission Manual 10 speed overdrive design with a minimum first gear reduction of 12.69 to 1.

Yes ☒ No ☐  
Page # 6

Ceramic clutches with coaxial spring dampened and 2" spline. Eaton Advantage 15 1/2" Self adjusting clutch

Yes ☒ No ☐  
Page # 5

Main drivelines MERTIOR MXL-18Tor equal with coated splines

Yes ☒ No ☐  
Page # 7

### **CAB EXTERIOR**

Construction or Vocation Application Cab

Yes ☒ No ☐  
Page # 11

RH and LH electric powered windows, passenger switches on door(s)

Yes ☒ No ☐  
Page # 12

The passenger side door window should have a power control and include a peep window in the lower half of door, with RH down mirror

Yes ☒ No ☐  
Page # 12

Air suspended cab

Yes ☒ No ☐  
Page # 11

#### **Cab should feature:**

Dual air horns in addition to the standard electric signal horn

Yes ☒ No ☐  
Page # 11

Led aerodynamic marker lights

Yes ☒ No ☐  
Page # 11

Bright finish heated West Coast mirrors with 8" convex mirrors mounted below the West Coast mirrors. Mirrors to be mounted on break away brackets to protect door skin.

Yes ☒ No ☐  
Page # 11

Exterior sun visor painted to match cab color

Yes X No       
Page # 12

Cab glass to be safety tinted

Yes X No       
Page # 12

Safety yellow interior grab handles

Yes X No       
Page # 11

Flush utility light mounted LH back of cab/sleeper

Yes X No       
Page # 11

Cab exterior and chassis to have all required DOT and ICC lighting (turn signal indicators, emergency flashers, rear stop, tail, turn and backup lighting.)

Yes X No       
Page # 11

Hood is to be a full tilting fiberglass design with safety latch to include black grill, bright finish air intakes, and bright finish full hood surround.

Yes X No       
Page # 11

Cab and hood paint color to be selected from manufacturer's standard non-metallic paint chart.

Yes X No       
Page # 15

### **CAB INTERIOR**

**Cab interior to include the following:**

Ash tray and cigar lighter

Yes X No       
Page # 12

Coat hook(s)

Yes X No       
Page # N/A

Storage tray on back wall of cab and in overhead console

Yes X No       
Page # 12

Dome light(s)

Yes X No       
Page # 13

Cab interior is to be mid-grade level fully groomed with headliner, back wall and windshield pillar post and door panels covered

Yes X No       
Page # 12

Cab should have interior sun visors on both sides of cab.

Yes X No       
Page # 13

Cab floor should be covered with black polyurethane mat.

Yes X No       
Page # 12

**Dash features to include:**

Wood grain appearance

Yes X No      
Page # 13

Center mount console with cup holders

Yes X No      
Page # 12

Full adjusting tilt and telescopic steering column

Yes X No      
Page # 13

Air pressure gauge

Yes X No      
Page # 13

Voltmeter

Yes X No      
Page # 15

Fuel level gauge

Yes X No      
Page # 14

Engine oil pressure gauge

Yes X No      
Page # 14

Engine coolant temperature gauge

Yes X No      
Page # 14

Low air pressure indicator with light and audible signal

Yes X No      
Page # 13

Speedometer with odometer and trip odometer

Yes X No      
Page # 14

Tachometer with hour meter

Yes X No      
Page # 14

Transmission oil temperature gauge

Yes X No      
Page # 14

High beam indicator

Yes X No      
Page # 15



Park brake indicator

Yes X No       
Page # 15

97 DB Backup Alarm

Yes X No       
Page # 13

**Cab seats should be:**

High back air suspension driver seat with mechanical lumbar and  
integrated cushion extension air suspension driver high back with headrest

Yes X no       
Page # 13

Passenger seat to be high back fixed design

Yes X No       
Page # 13

Dual driver seat armrests and inboard passenger seat armrest

Yes X No       
Page # 13

Black Cardura plus cloth driver seat covers

Yes X No       
Page# 13

High visibility orange seat belts

Yes X No       
Page 13

Factory installed integral air conditioning with R134A refrigerant and rotary type air  
conditioner compressor.

Yes X No       
Page # 12

AM/FM/CD radio with clock and weather band, CB Radio with power leads with  
mounting plate installed in overhead console with mirror mounted antenna

Yes X No       
Page # 14

One additional dash mounted power outlets to be furnished.

Yes X No       
Page # 13

Windshield wipers to be two (2) speed electric with washer and intermittent feature.

Yes X No       
Page # 15

**AIR BRAKES**

Brake system to be full dual antilock air design with heated air dryer.

Yes X No       
Page # 8&9

Naturally aspirated 25.9 CFM air compressor with internal safety valve

Yes X No       
Page # 5

System to include an in-cab control valve for rear service brakes.

Yes X No       
Page # 15

### **FRAME/BUMPER/FUEL TANKS**

Truck RBM's 3, 7000,000 Minimum. Double Frame, to include 1/4" inside channel, Steel I-Beam cross members behind cab and intermediate. 80" frame rail clearance forward from center line of front rear axle.

Yes X No       
Page # 17

210"-225" wheelbase with a 135-139" cab to axle.

Yes X No       
Page# 9

16.5-inch chrome steel straight bumper  
Removable front tow hooks stored on the chassis frame

Yes X No       
Page # 10

3-1/2 inch fender extensions

Yes X No       
Page# 11

Tank(s) to be aluminum with a minimum of 70-gallon capacity

Yes X No       
Page # 10

### **FRONT AXLE**

20,000# single sector axle with 20,000# multi leaf suspension and shock absorbers

Yes X No       
Page # 7

20,000# hydraulic assist or dual sector power steering

Yes X No       
Page # 7

Maximum of 34.5" spring centers

Yes X No       
Page # N/A

**Meritor "S" cam design 16.5" x 6" Q+ brakes with:**

Outboard mounted drums and Dust Shields

Yes X No       
Page # 7

Automatic slack adjusters

Yes X No       
Page # 7

Front wheels to be Aluminum ten (10) hole bud style, hub piloted 22.5" x 12.25".

Yes X No       
Page # 11

Front tires to be 18 ply 385/65R22.5 radials Bridgestone, Goodyear, or Michelin.

Yes X No       
Page # 10

### **REAR AXLE**

MT-44-14X 44,000# Tandem rear axles

Yes X No       
Page # 7 & 8

In cab Power divider lock out valve with warning light and buzzer.

Yes X No       
Page # 8

Meritor "S" cam design 16.5" x 7" Q+ brakes with:  
Outboard drums and dust shields

Yes X No       
Page # 8

Driver controlled inter wheel differential locks for both rear axles with manual valve  
and warning light and Buzzer

Yes X No       
Page # 8

Automatic slack adjusters

Yes X No       
Page # 8

Brake chambers shall be (4) 30/30 style chambers with raised chambers on rear axle.

Yes X No       
Page # 8

Steel ten (10) hole bud style, hub piloted 24.5 x 8.25 rear wheels.

Yes X No       
Page # 11

Rear tires to be 14 ply 11R 24.5 traction radials Bridgestone, Goodyear, or Michelin.

Yes X No       
Page # 10

#### **OPTIONS**

In addition to the above options related to the tri axle or heavy-duty dump truck chassis, the bid must also include the cost for each of the following options, itemized separately on the bid:

Furnish, as an alternate transmission from the base bid, an  
Allison 4500-RDS-6 six speed automatic over drive Rugged Duty Series Gen 4 with  
transmission cooler, external oil cooler, internal filter, oil level sensor, temperature  
gauge and aluminum bell housing. Allison transmission to be factory filled with  
*TRANSYND* synthetic lubricant.

Yes X No       
Page # 19

Factory installed 22k. Capacity non-steerable lift axle with dash mounted controls  
(flip valve, pressure regulator, & air pressure gauge) (4) 295/75R22.5 14 ply highway  
radial tires. (4) 22.5 12.25 steel wheels, 1yr/100k mile factory warranty.

Yes X No       
Page # 19

**NOTE:** Award will be made on the basis of the total cost of the truck chassis with all options included. However, a county may, at its discretion, deduct the above-referenced option from the truck chassis, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the truck chassis. There shall be no other deductions and no additions made to the truck chassis by the purchasing county or by the vendor.



# INVITATION TO BID

## HEAVY EQUIPMENT

### NOTICE OF BID OPENING

**NOTICE IS HEREBY GIVEN** that the Association of County Commissions of Alabama, which administers the Alabama County Joint Bid Program on behalf of Alabama's county governing bodies, shall receive and open bids for the purchase of zero (0) or more items of heavy road equipment at its office located at 2 North Jackson Street, Montgomery, Alabama, at 10:00 a.m. on Friday, September 4, 2020. Bid specifications are available at <http://www.alabamacounties.org/heavy-equipment/> for each of the following items:

Light Duty Backhoe	100 HP Heavy Duty Hydrostatic Bulldozer – Option C
Medium Duty Backhoe	100 HP Heavy Duty Hydrostatic Bulldozer – Option D
Heavy Duty Backhoe Option A	125 HP Heavy Duty Hydrostatic Bulldozer – Option A
Heavy Duty Backhoe Option C	125 HP Heavy Duty Hydrostatic Bulldozer – Option B
85 PTO Tractor Option A	Mulching Dozer
85 PTO Tractor Option B	3 CY Wheel Loader Option A
95 PTO Tractor Option A	3 CY Wheel Loader Option B
95 PTO Tractor Option B	3 CY Wheel Loader Option C
Track Mount Excavator Option A-1	3.65 CY Wheel Loader Option A
Track Mount Excavator Option A-2	3.65 CY Wheel Loader Option B
Track Mount Excavator Option A-3	Heavy Duty Dump Chassis – Option B
Track Mount Excavator Option B-1	Heavy Duty Dump Chassis – Option C
Track Mount Excavator Option B-2	Heavy Duty Dump Chassis – Option E
Track Mount Excavator Option B-3	Lowboy Tractor Option – B
Track Mount Excavator Option C-1	Lowboy Tractor Option – C
Track Mount Excavator Option C-2	Lowboy Tractor Option – D
19 Ton Wheeled Excavator	Skid Steer Attachments
21 Ton Wheeled Excavator	Ride-on Industrial Boom Mower
Compact Track Mount Excavator Option D-1	Telescopic Boom Cutter 75 FT. Reach
Compact Track Mount Excavator Option D-2	Telescopic Boom Cutter 55 FT. Reach
Light Duty Motorgrader – Option A	Asphalt Distributor Truck
Light Duty Motorgrader – Option B	Chip Spreader
Heavy Duty Motorgrader – Option A	Rubber Tire Roller
Heavy Duty Motorgrader – Option B	One-man Pothole Patcher Option A
Medium Duty Motorgrader – Option A	2WD Highway Speed Truck Excavator
Medium Duty Motorgrader – Option B	4WD Highway Speed Truck Excavator
Medium Duty Motorgrader – AWD	
Light Duty Motorgrader – Option B	
100 HP Heavy Duty Hydrostatic Bulldozer – Option B	

**Time is of the essence in submitting bids and only bids received in the Association office by 10:00 a.m. Central Time on Friday, September 4, 2020 will be opened and considered.** Bidders and any other interested individuals are invited to attend the bid opening.

### **THE INVITATION PACKAGE**

The invitation package for each item to be bid includes: this invitation to bid, the written bid specifications for the particular item of heavy road equipment, and a Bid Submittal Form to be used in submitting a bid for that particular item. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact Kenya Howard in the Association office by mail, fax, or e-mail ([jointbid@alabamacounties.org](mailto:jointbid@alabamacounties.org)) to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening. Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addendum.

### **PREPARING AND SUBMITTING BIDS**

All bids must be typed or hand written in ink on the attached Bid Submittal Form. **The completed Bid Submittal Form shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.**

Bids submitted in pencil and bids not submitted on the Bid Submittal Form will **not** be considered. All bids shall include a current catalog or model specification document for the equipment model number being offered for consideration. Bids submitted without such documentation will **not** be considered. Only information contained on the attached Bid Submittal Form and in the model specification document will be considered in evaluating bids.

Each separate requirement in the bid specification includes a block for indicating whether or not the item bid meets the specification. The bidder shall indicate compliance with each requirement by checking "Yes" or "No" in the block to the right of each bid specification. In addition, the bidder shall indicate the page number in the supplied manufacturer's equipment literature on which compliance with the specification can be verified. Failure to complete this portion of the bid form may result in the subject bid not being considered. Additionally, all bidders are required to submit a factory build/order sheet showing all of the standard and option items for each piece of equipment bid in order to assist the bid review committee in assuring that each bid is in conformance with the required bid specifications.

Each bid for one of the heavy equipment items included in the bid package must be submitted on the Bid Submittal Form for that item and forwarded in a separate envelope with the bid item and item number clearly identified on the outside of the envelope. Envelopes containing a "no bid" shall also include the words "NO BID" on the outside of the envelope. Facsimiles and e-mails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the Association office prior to the bid opening. Bids received after the deadline will be returned unopened.

The County Joint Bid Program reserves the right to require a performance bond from successful bidders as permitted under Alabama law. However, **no bid bond is required for this bid offering.**



All bids should be mailed or hand-delivered to:

**Association of County Commissions of Alabama**

**Attention: JOINT BID PROGRAM**

**2 North Jackson Street**

**Montgomery, Alabama 36104**

**OR**

**Attention: JOINT BID PROGRAM**

**P.O. Box 5040**

**Montgomery, Alabama 36103**

### **BID SPECIFICATIONS**

Please note that each piece of heavy equipment available for bid may include several different sizes and categories of machines. You should read each set of specifications very carefully as the differences vary depending upon the piece and size of equipment.

Where applicable, each bid submission shall include the separate cost of each item listed in the "Options" section of the bid specifications. However, all bids will be awarded on the basis of the **total cost of the machine with all options included**. Therefore, the "Bid Price" stated on the Bid Submittal Form must be the total cost, including the cost of all options.

Once the bids have been awarded, any county participant purchasing under this program may, at its discretion, deduct one or more of the options set out in the bid specifications, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the counties participating in the joint bid program.

### **BIDDER QUALIFICATIONS**

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid. Additionally, all bidders shall provide proof that they are in compliance with the e-verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 et seq., as amended by Act No. 2012-491).

### **BID AWARD**

The Houston County Commission will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Houston County Commission. Any and all bids submitted in compliance with this invitation to bid shall be considered, and award will be made to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in compliance with Alabama law. All bids will be reviewed and evaluated by a committee created for that purpose, which committee will make comments and recommendations to the awarding authority regarding the award. All factors contained in each invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted. The awarding authority reserves the



right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

The contract period will be one year with an option to renew for a second and third year under identical price, terms, and conditions upon the mutual consent of the vendor and the awarding authority. Any renewal contract shall be approved in writing by the vendor and the awarding authority no later than 135 days prior to the expiration of the existing contract.

### **CONTACT REGARDING BIDS AND INVITATION**

Contact initiated by a potential bidder with any county official, county employee, or member of the Association staff shall only be as specifically set out in this Invitation to Bid. Any questions related to the bid or the County Joint Bid Program shall be directed to Association staff in writing under the procedures set out in this Invitation to Bid. Additionally, a bidder may contact the Association in writing to request an appointment to review bid specifications following the bid opening. **However, there shall be no communication with any county official or county employee regarding this bid between the date of this invitation and the date of bid award.** Any contact other than as set out here shall be deemed as an attempt to unduly influence the bid award, and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.

Any questions or problems related to downloading or obtaining copies of this Invitation to Bid should be directed to Kenya Howard at [jointbid@alabamacounties.org](mailto:jointbid@alabamacounties.org) or 334-263-7594.

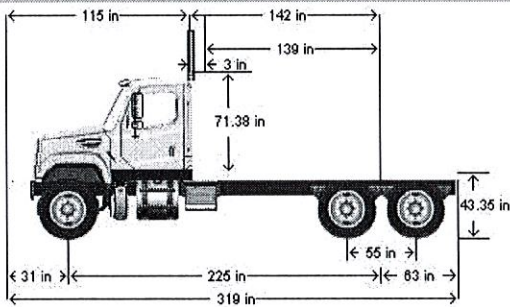
Any other questions or requests for additional information regarding this invitation or the bid specifications shall be submitted **in writing** no later than five (5) days prior to bid opening to:

Chase Cobb  
Association of County Commissions of Alabama  
P.O. Box 5040  
Montgomery, Alabama 36103  
E-mail: [ccobb@alabamacounties.org](mailto:ccobb@alabamacounties.org)

Prepared for:  
Chase Cobb  
Association of County Commissions of  
Alabama  
100 North Jackson St  
Montgomery, AL 36104  
Phone: 334-263-7678

Prepared by:  
DANNY AMARO  
FOUR STAR FREIGHTLINER OF  
MONTGOMERY  
3140 HAYNEVILLE ROAD  
MONTGOMERY, AL 36108  
Phone: 334-263-1085

## DIMENSIONS



## VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model ..... 114SD  
Wheelbase (545) ..... 5725MM (225 INCH) WHEELBASE  
Rear Frame Overhang (552) ..... 1600MM (63 INCH) REAR FRAME OVERHANG  
Fifth Wheel (578) ..... NO FIFTH WHEEL  
Mounting Location (577) ..... NO FIFTH WHEEL LOCATION  
Maximum Forward Position (in) ..... 0  
Maximum Rearward Position (in) ..... 0  
Amount of Slide Travel (in) ..... 0  
Slide Increment (in) ..... 0  
Desired Slide Position (in) ..... 0.0  
Cab Size (829) ..... 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
Sleeper (682) ..... NO SLEEPER BOX/SLEEPER CAB  
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY  
WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

## TABLE SUMMARY - DIMENSIONS

Prepared for:  
Chase Cobb  
Association of County Commissions of  
Alabama  
100 North Jackson St  
Montgomery, AL 36104  
Phone: 334-263-7678

Prepared by:  
DANNY AMARO  
FOUR STAR FREIGHTLINER OF  
MONTGOMERY  
3140 HAYNEVILLE ROAD  
MONTGOMERY, AL 36108  
Phone: 334-263-1085

Dimensions	Inches
Bumper to Back of Cab (BBC)	114.6
Bumper to Centerline of Front Axle (BA)	31.1
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	141.9
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	138.9
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	204.9
Cab Height (CH)	71.4
Wheelbase (WB)	225.4
Frame Overhang (OH)	63.0
Overall Length (OAL)	319.5
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	43.4

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



Prepared for:  
Chase Cobb  
Association of County Commissions of  
Alabama  
100 North Jackson St  
Montgomery, AL 36104  
Phone: 334-263-7678

Prepared by:  
DANNY AMARO  
FOUR STAR FREIGHTLINER OF  
MONTGOMERY  
3140 HAYNEVILLE ROAD  
MONTGOMERY, AL 36108  
Phone: 334-263-1085

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

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-23D	SD PRL-23D (EFF:01/21/20)		
<b>Data Version</b>			
DRL-031	SPECPRO21 DATA RELEASE VER 031		
<b>Interior Convenience/Driver Retention Package</b>			
055-004	INTERIOR CONVENIENCE PACKAGE WITH CB PROVISION		
<b>Vehicle Configuration</b>			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,476
004-221	2022 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18740.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs		
A69-99D	EXPECTED TAG AXLE(S) LOAD : 0.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 62740.0 lbs		
<b>Truck Service</b>			
AA3-004	END DUMP BODY		
AF3-165	OX BODIES (TBEI)		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
<b>Engine</b>			
101-26V	CUM X12 410V HP @ 1900 RPM, 1450 LB/FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45
<b>Electronic Parameters</b>			
79A-068	68 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-019	PTO MODE ENGINE RPM LIMIT - 750 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79N-001	PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-016	PTO RPM WITH CRUISE RESUME SWITCH - 750 RPM		
79S-002	PTO MODE CANCEL VEHICLE SPEED - 6 MPH		
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-107	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND PASSIVE PRECLEANER		



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Data Code	Description	Weight Front	Weight Rear
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
180-100	EATON ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH		
183-008	TORQUE LIMITING CLUTCH BRAKE		
181-002	ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING		
182-005	HYDRAULIC CLUTCH CONTROL		
107-048	CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-047	CUMMINS INTEBRAKE COMPRESSION BRAKE WITH (2) SWITCHES; (1) ON/OFF AND (1) LOW/MEDIUM/HIGH RETARDATION LEVEL	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		

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23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-057	1500 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD	6	
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

#### Transmission

342-415	EATON FULLER FRO-14210C TRANSMISSION	60	20
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#### Transmission Equipment

353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
347-002	ALUMINUM CLUTCH HOUSING		
362-1BU	CUSTOMER INSTALLED CHELSEA 230/231/236 SERIES PTO		
363-003	PTO MOUNTING, BOTTOM OF MAIN TRANSMISSION		
341-017	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN		
345-001	PAINTED SHIFT LEVER, SOLID LINKAGE		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
35T-003	SYNTHETIC TRANSMISSION LUBE		



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<b>Front Axle and Equipment</b>			
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-025	20,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62G-998	NO FRONT SUSPENSION OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-1K7	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		65
421-433	4.33 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	60	60
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30

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Data Code	Description	Weight Front	Weight Rear
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-112	WABCO TRISTOP-D LONGSTROKE 30/36 2- DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
<b>Rear Suspension</b>			
622-108	AIRLINER 46,000# REAR SUSPENSION WITH CHAIN CLEARANCE		420
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP		
624-025	55 INCH AXLE SPACING		
888-047	MANUAL DUMP VALVE FOR AIR SUSPENSION WITHOUT GAUGE		
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
<b>Brake System</b>			
490-100	WABCO 4S/4M ABS		



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871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		

#### Trailer Connections

296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		

#### Wheelbase & Frame

545-572	5725MM (225 INCH) WHEELBASE		
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	590	170
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	185	410
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 141.93 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 138.93 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 305.35		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 70.77 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 183.78 in		

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Data Code	Description	Weight Front	Weight Rear
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 141.54 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
<b>Chassis Equipment</b>			
556-1AH	16.5 INCH CHROME STEEL STRAIGHT BUMPER		
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS		
<b>Fuel Tanks</b>			
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
207-005	FUEL TANK FILLER NECK ANTI-SIPHON INSERT		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			
093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130	
094-1UV	MICHELIN X MULTI D 11R24.5 16 PLY RADIAL REAR TIRES		192
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		



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450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8	
505-358	ALCOA ULTRA ONE 98U63X 24.5X8.25 10-HUB PILOT ALUMINUM REAR WHEELS		-152
<b>Cab Exterior</b>			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-002	3-1/2 INCH FENDER EXTENSIONS	15	
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AJ	DUAL 14 INCH ROUND POLISHED AIR HORNS	4	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
318-1F6	(1) FLUSH LED UTILITY LIGHT MOUNTED LH BACK OF CAB/SLEEPER	3	
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		

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796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
<b>Cab Interior</b>			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS		
708-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		

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170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-006	DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST	6	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

#### Instruments & Controls

732-003	WOODGRAIN DRIVER INSTRUMENT PANEL		
734-003	WOODGRAIN CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3



Prepared for:  
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Association of County Commissions of  
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Data Code	Description	Weight Front	Weight Rear
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-116	AM/FM/WB WORLD TUNER RADIO WITH SIRIUS XM, CD PLAYER, BLUETOOTH, IPOD INTERFACE AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-016	CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION		
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM	4	
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		

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Data Code	Description	Weight Front	Weight Rear
329-010	TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
883-002	REAR SPRING LOADED HAND CONTROL BRAKE VALVE	2	
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
<b>Design</b>			
065-000	PAINT: ONE SOLID COLOR		
<b>Color</b>			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		
<b>Certification / Compliance</b>			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
<b>Secondary Factory Options</b>			
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		
<b>Raw Performance Data</b>			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 138.93 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 141.54 in		
<b>Sales Programs</b>			
NO SALES PROGRAMS HAVE BEEN SELECTED			



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## TOTAL VEHICLE SUMMARY

### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	9289 lbs	7709 lbs	16998 lbs
Total Weight <sup>+</sup>	9289 lbs	7709 lbs	16998 lbs

### Extended Warranty

WAK-152	EATON HEAVY DUTY MANUAL 1750 FT/LBS OR LESS TRANSMISSION EXTENDED WARRANTY, 4 YEARS/UNLIMITED MILES FEX
WAG-009	TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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## FRAME RBM

### VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) ..... 5725MM (225 INCH) WHEELBASE  
Frame Rails (546) ..... 1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI(546)  
Yield Strength (psi) ..... 120000  
Section Modulus (per rail) (cu in) ..... 26.26  
RBM (per rail) (lbf-in) ..... 3204000  
Inner Frame Reinforcement (547) ..... 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT  
Outer Frame Reinforcement (548) ..... NO OUTER FRAME REINFORCEMENT

### TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	5725MM (225 INCH) WHEELBASE
Frame	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
Inner Frame Reinforcement	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	36.74
Frame RBM - per rail (lbf-in)	4409800

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

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## Q U O T A T I O N

### 114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK  
CUM X12 410V HP @ 1900 RPM, 1450 LB/FT @ 1000  
RPM, 2000 GOV RPM, VOC  
EATON FULLER FRO-14210C TRANSMISSION  
MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE  
AIRLINER 46,000# REAR SUSPENSION WITH CHAIN  
CLEARANCE  
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP  
SINGLE FRONT AXLE

20,000# TAPERLEAF FRONT SUSPENSION  
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
CAB  
5725MM (225 INCH) WHEELBASE  
1/2X3.64X11-7/8 INCH STEEL FRAME  
(12.7MMX301.6MM/0.5X11.88 INCH) 120KSI  
1600MM (63 INCH) REAR FRAME OVERHANG  
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME  
REINFORCEMENT

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 99,492	\$ 99,492
EXTENDED WARRANTY		\$ 500	\$ 500
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$ 99,992</b>	<b>\$ 99,992</b>
<b>TAXES AND FEES</b>			
FEDERAL EXCISE TAX (FET)		\$ (332)	\$ (332)
TAXES AND FEES		\$ 0	\$ 0
OTHER CHARGES		\$ 0	\$ 0
<b>TRADE-IN</b>			
<b>TRADE-IN ALLOWANCE</b>		<b>\$ (0)</b>	<b>\$ (0)</b>
<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY)</b>	<b>\$ 99,660</b>	<b>\$ 99,660</b>

#### COMMENTS:

Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

#### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.



Freightliner (FTL)



## Freightliner Level II (Factory released on or after 1/07/2013)

Level II Coverage is not available for vehicles in this vocation:		Mining
Category Determinants		Models with Limitations
Road Surface — most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	Columbia, Century, or Coronado: Up to 10% off-highway rough maintained concrete/asphalt; maintained gravel/crushed rock
GCW	140,000 lb/63 505 kg or less Doubles on NY turnpikes are rated 143,000 lb Doubles on FL turnpikes are rated 147,000 lb	
Axles and Their Manufacturer's GVW Rating		
	2-axle unit	49,000 lb/21 000 kg or less
	3-axle unit	69,000 lb/31 000 kg or less
	4-axle unit	89,000 lb/40 000 kg or less
	5-axes or more	98,000 lb/44 452 kg or less

Coverage <sup>1</sup>		
Description	Time <sup>2</sup>	Distance <sup>2</sup>
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	3 Years	150,000 mi/241 000 km
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	300,000 mi/483 000 km
Diesel Emission 2010 <sup>3</sup>	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	300,000 mi/483 000 km
GHG14 <sup>4</sup> (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 <sup>4</sup> (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 <sup>4</sup> Tire	2 Years	24,000 mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle <sup>5</sup>	2 Years	100,000 mi/161 000 km
Rear Axle	2 Years	100,000 mi/161 000 km
Transfer Case	2 Years	100,000 mi/161 000 km
Transmission	2 Years	100,000 mi/161 000 km
Detroit Front Axle <sup>5</sup> (File Direct)		
Pre-Model Year 2011 <sup>6</sup>	2 Years	100,000 mi/161 000 km
Post-Model Year 2011 <sup>7</sup>	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 <sup>8</sup>	2 Years	Unlimited
Detroit Rear Axle (File Direct)		
Pre-Model Year 2011 <sup>6</sup>	2 Years	100,000 mi/161 000 km
Post-Model Year 2011 <sup>7</sup>	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 <sup>8</sup>	2 Years	Unlimited

### Warranty Statement & Warranty Coverage Descriptions follow on page five of this document.

The information provided in this document is for general information only and is not offered as customer's warranty.

This coverage may be superseded without notification.

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Effective: 8/14/2014



Detroit DT-12 Transmission <sup>9</sup> (File Direct)	5 Years	750,000 mi/1 200 000 km
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<sup>1</sup>Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

<sup>2</sup>Time or distance, whichever comes first

<sup>3</sup>Applies to vehicles equipped with EPA 2010 compliant diesel engines.

<sup>4</sup>Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

<sup>5</sup>Front Axle coverage is also applicable to gliders.

<sup>6</sup>Pre-Model Year 2011 Detroit Axle: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation.

Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

<sup>7</sup>Heavy Duty – General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation.

Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

<sup>8</sup>Medium Duty – General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation.

Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

<sup>9</sup>Detroit Transmission: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

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Page 2 of 11

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Freightliner (FTL)

**Run Smart™**

## Freightliner Level II (Factory released prior to 1/07/2013)

Level II Coverage is not available for vehicles in this vocation:		Mining
Category Determinants		Models with Limitations
Road Surface — most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	Columbia, Century, or Coronado: Up to 10% off-highway rough maintained concrete/asphalt; maintained gravel/crushed rock
GCW	140,000 lb/63 505 kg or less Doubles on NY turnpikes are rated 143,000 lb Doubles on FL turnpikes are rated 147,000 lb	
Axles and Their Manufacturer's GVW Rating		
	2-axle unit	46,000 lb/20 865 kg or less
	3-axle unit	66,000 lb/29 937 kg or less
	4-axle unit	86,000 lb/39 008 kg or less
	5-axles or more	98,000 lb/44 452 kg or less

Coverage <sup>1</sup>		
Description	Time <sup>2</sup>	Distance <sup>2</sup>
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	3 Years	150,000 mi/241 000 km
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	300,000 mi/483 000 km
Diesel Emission 2010 <sup>3</sup>	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	300,000 mi/483 000 km
GHG14 <sup>4</sup> (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 <sup>4</sup> (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 <sup>4</sup> Tire	2 Years	24,000 mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle <sup>5</sup>	2 Years	100,000 mi/161 000 km
Rear Axle	2 Years	100,000 mi/161 000 km
Transfer Case	2 Years	100,000 mi/161 000 km
Transmission	2 Years	100,000 mi/161 000 km
Detroit Front Axle <sup>5</sup> (File Direct)		
Pre-Model Year 2011 <sup>6</sup>	2 Years	100,000 mi/161 000 km
Post-Model Year 2011 <sup>7</sup>	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 <sup>8</sup>	2 Years	Unlimited
Detroit Rear Axle (File Direct)		
Pre-Model Year 2011 <sup>6</sup>	2 Years	100,000 mi/161 000 km
Post-Model Year 2011 <sup>7</sup>	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 <sup>8</sup>	2 Years	Unlimited

### Warranty Statement & Warranty Coverage Descriptions follow on page five of this document.

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Effective: 8/14/2014

Detroit DT-12 Transmission <sup>9</sup> (File Direct)	5 Years	750,000 mi/1 200 000 km
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<sup>1</sup>Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

<sup>2</sup>Time or distance, whichever comes first

<sup>3</sup>Applies to vehicles equipped with EPA 2010 compliant diesel engines.

<sup>4</sup>Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

<sup>5</sup>Front Axle coverage is also applicable to gliders.

<sup>6</sup>Pre-Model Year 2011 Detroit Axle: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation.

Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

<sup>7</sup>Heavy Duty – General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation.

Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

<sup>8</sup>Medium Duty – General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation.

Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

<sup>9</sup>Detroit Transmission: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

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# Warranty Statement

## 1.1 New Vehicle Coverage

The following section outlines Company standard warranty coverages for all Company vehicles, apparatus or chassis or cabs sold by Daimler Trucks North America and domiciled in the USA (50 states and Washington, D.C.) and Canada. This information is also included in the Owner's Warranty Information Booklet.

See Warranty Coverage Descriptions for standard warranty coverages by make and model. Additional coverage may apply, verify actual coverages with your local dealership for specific vehicle warranty.

## 1.2 New Vehicle Limited Warranty

Under this New Vehicle Limited Warranty ("Warranty"), Company warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This limited warranty applies only to new vehicles sold by an authorized Daimler Trucks North America (DTNA) dealer or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

Daimler Trucks North America LLC reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

## 1.3 Limitations

This Warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER

WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period. During New Vehicle coverage, warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

## 1.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

## 1.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE



TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

## 1.6 Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

### AERODYNAMIC WHEEL COVERS

Aerodynamic wheel covers are excluded from coverage under this Warranty.

### AIR SPRINGS

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

### ALIGNMENT OF AXLES/WHEELS/STEERING

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

### AXLE BREATHER VENTS

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

### CAB INTERIOR COMPONENTS

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

### CHROME SURFACES, ALUMINUM AND STAINLESS STEEL COMPONENTS

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

### CLUTCH ADJUSTMENT

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

### COMPETITION

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

### CONSUMABLE PARTS

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000km) for all Daimler Trucks North America LLC vehicles except for Thomas Built Bus (TBB) bodies and chassis. TBB consumable parts are covered up to 30 days from date of in-service.

These items are:

- Antennas
- Ashtrays
- Belts
- Brake Linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas
- Light bulbs
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (radiator, surge, fuel tank)
- Receiver-dryer filter
- Trailer air hoses
- Trailer electrical cables



- Windshield washer nozzles
- Wiper arms and blades (TBB makes – wiper blades only)

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Filters (fuel, air, oil, water)
- Fluids (unless low due to a warrantable failure)
- Lubricant

#### **CORROSION**

A detailed list of exclusions for CORROSION is listed under Warranty Coverage Descriptions.

#### **DAMAGE**

The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

#### **ENGINE**

The engine, including all of its components as supplied by the engine manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

#### **ENGINE BRAKES, AIR COMPRESSORS, AND OTHER PROPRIETARY ENGINE COMPONENTS**

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob® Brake component must be filed directly to the engine manufacturer. Failures on non-proprietary engine components can be filed through DTNA.

#### **EXHAUST SYSTEM CLAMPS**

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

#### **FIFTH WHEELS**

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

#### **GLASS, MIRRORS, LENS**

Glass, mirror, or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

#### **MISAPPLICATION OF VEHICLE**

The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

#### **MISCELLANEOUS EXPENSES**

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (i.e., rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance (unless coverage is specifically stated in the applicable warranty coverage table)
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of dealer, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

#### **MODIFICATIONS TO ORIGINAL EQUIPMENT**

Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or Customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If Dealers or Customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.



**PAINT**

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company
- Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:
  - Underside of the hood, including the inside of the wheel wells
  - Underside of the roof-mounted air fairings
  - Underside of the exterior sun visor
  - Inside of the side-mounted air fairings
  - Inside of the bumper
  - Aftertreatment devices

**Gloss**

Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (identified in the Data Books) will not be covered under this Warranty.

**SHIP LOOSE ITEMS AND COMPONENTS**

During the manufacturing process, certain vehicle components are normally placed in the cab of the vehicle or strapped down to the chassis for security reasons. It is the Dealer's responsibility to mount these "ship loose" items in the correct location on the vehicle. Mounting of "ship loose" items will not be covered under warranty.

These items include, but may not be limited to, the following:

- Aerodynamic wheel covers
- Antennas
- Fire extinguishers
- Trailer air hoses
- Trailer electrical cables
- Winter fronts
- Tire inflation hoses
- Spare wheels/tires
- Chrome lug nut covers
- Driver's pouch
- Jacks

Daimler Trucks North America has established a Roof Fairing Removal program in order to reduce transport related damage. The Transporter will remove the fairing during the decking process and secure the fairing on the frame rail of the unit. Benefits for this program include fewer units towed in reverse and an overall improved delivery process.

Some units will continue to be received with the fairing collapsed. It is the Dealer's responsibility to mount these fairings correctly. Claims for mounting of these collapsed fairings will not be covered under warranty.

Those units received with the fairing removed, DTNA warranty will reimburse for the re-installation of the roof fairing prior to delivery to the end customer.

If vehicle is drop shipped directly to customer:

Transporter notifies customer that roof fairing has been removed for transport and arranges for re-installation prior to or at delivery.

- If customer has facilities for re-installation of roof fairings, then fairings will be re-installed at final delivery location.
- If customer does not have facilities to re-install fairings, transporter will arrange with nearest authorized DTNA dealership to have fairings re-installed and shuttle units to customer location at no additional cost to our customer.

**TRANSMISSIONS**

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

The Detroit DT-12 Transmission is not covered under this Warranty. Please see [www.ddcsn.com](http://www.ddcsn.com) for coverage details.

**ROUTINE MAINTENANCE**

Routing maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

**INITIAL OPERATING PERIOD**

The Initial Operating Period (IOP) for Daimler Trucks North America LLC vehicles is as follows:

Make	Initial Operating Period
Freightliner, Sterling, Western Star	Up to 15,000 miles/ 24 000 km
Freightliner Custom Chassis Corporation (FCCC)	Up to 25,000 miles/ 40 000 km
Thomas Built Bus (TBB) bodies and TBB chassis <sup>a</sup>	Up to 6 months from date of in-service

<sup>a</sup>. TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

See CONSUMABLE PARTS elsewhere in this section.

Exclusions from warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror



mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during or after the initial operating period.

- Claims for re-routing of electrical wiring, hoses, or lines which meet Daimler Trucks North America's routing standards will not be paid under warranty during or after the initial operating period.
- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, polishing exterior chromed or painted surfaces are considered as ordering-Dealer responsibilities. Claims for these activities will not be paid under warranty during or after the initial operating period.

#### TEST VEHICLES

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

#### TIRES AND TIRE BALANCING

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

### 1.7 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper warranty recognition, the ownership information should be updated in the Company system.

### 1.8 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

### 1.9 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

### 1.10 Owner's Responsibilities

It is the Owner's responsibility to ensure the vehicle is maintained as outlined in the Driver's/Operator's and Maintenance Manuals. It is important that the new Owner becomes familiar with the contents of the warranty information. When the Owner first receives the vehicle, Dealer should review the Owner's Warranty Information booklet with the Owner.

To initiate warranty for all makes except TBB Bodies and TBB Chassis, customer must complete and sign the Warranty Start Form (WAR275). Dealer must attach the Warranty Start Form to the Product Registration screen in OWL.

For TBB Bodies and TBB Chassis, customers should contact their TBB dealership to initiate warranty.

## Coverage Descriptions

### Axles

Coverage includes all factory-installed front axles; rear axles; steer axles; drive axles; tag axles; and pusher axles. Detroit axles are warranted directly through Detroit. *Excludes any axle installed by a dealer or body builder.*

#### Detroit Axle(s)

All warranty inquiries and claims are filed directly to Detroit Axles. Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

#### Drive Axle(s)

Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

#### Front Axle(s)

Coverage is for non-Detroit front axle(s) only. Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpin bearings, and steering arms. *Excludes tag axle(s), pusher axle(s), wheel end equipment, steering linkage components, driveline(s), U-joints, and kingpin bushings/kingpin seals.*

#### Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

#### Rear Axle(s)

Coverage is for non-Detroit rear axle(s) only. Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes tag axle(s), pusher axle(s), suspension and torque rod brackets, wheel end equipment, wiring yokes, driveline(s), U-joints, and attaching hardware.*

#### Steer Axle(s)

Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, kingpin bushings, and king pin seals.*

#### Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

### Battery

Coverage includes Alliance Brand Batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed APU battery assemblies. *Excludes non-*



*Alliance Brand batteries, battery cables, battery mounting box and hardware.*

### Basic Chassis

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty or by special agreement or described as having a different time, or distance or hours, or listed separately on each new vehicle warranty coverage chart.

### Basic Vehicle

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time or distance, or listed separately on each new vehicle warranty coverage chart.

### Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage backside of bumpers, and concealed or inner surfaces.*

### Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box (if applicable) due to corrosion from within. *Excludes all conditions of rust or corrosion that has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

### Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes (if applicable), sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

### Corrosion

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty.

*Exclusions to corrosion warranty include, but are not limited to, the following:*

- *Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)*
- *Surface rust caused by chips or scratches in the paint or chrome surfaces*
- *Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds*
- *Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface.*

- *Corrosion caused by acid rain or other industrial fallout*
- *Corrosion due to improper prevention measures during storage or use*
- *Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)*
- *Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature*
- *Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance*

### Cowl Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

### Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.*

### Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

### Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

### Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items regardless if attached with conventional or huck bolts.*

### GHG14\*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped so as to conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration Standards greenhouse gas and fuel efficiency standards, and (2) free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for all vehicle emission control items listed below.



\*Coverage name/description may vary, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

### GHG14 Tire\*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped with tires that conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration greenhouse gas and fuel efficiency standards, and (2) those tires are free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for a period of 2 years or 24,000 miles, whichever occurs first. Claims for failures under this coverage are filed directly to the tire manufacturer.

\*Coverage name/description may vary, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

### Glider

An incomplete vehicle which may be ordered with or without engine and/or major drivetrain components; warranty coverage includes all components as specified in the specific build specification.

### Hybrid Transmission – Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior for repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the PDCs due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, DC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please reference Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

### Off Road On-Site Assistance

Coverage is exclusively available for off road vehicles that are prohibited from use on public streets. If this coverage is provided, it will be specifically included in the coverage table as a separate category. Coverage includes on-site assistance and/or equipment transportation to the nearest authorized repairing location for a Daimler Trucks North America LLC warrantable repair.

### Paint (Body, Cab, & Cowl)

Paint coverage *excludes lack-of gloss issues on vehicles painted with low gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

### Body Paint

Coverage includes all factory-painted exterior body surfaces. Warranted against orange peel; peeling/delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

### Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

### Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

### Paint, Chassis (Chassis Paint)

Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. *Excludes U-joints and any damages to the paint or painted surface such as chips and scratches.*

### Towing/Roadside Assistance

Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

### Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

### Transmission

Coverage does not include Allison transmissions, Detroit transmissions, or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, gauge senders, yoke(s), clutch assemblies, clutch and clutch control components including clutch brake, driveline(s), and U-joints.*

### Wheel End Equipment

Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjusters, and attaching hardware.





WORK SMART

114SD

# VOCATIONAL SEVERE DUTY







## ST GOT A LOT SMARTER.

by: packed system. The chassis layout simplifies upfitting for the Detroit truck equipment manufacturers. And Freightliner's technology proprietary SmartPlex™ Electrical System provides 50 lb-ft of unmatched flexibility when configuring a truck to suit a specific body installations. The 114SD also offers an incredible combination of durability and comfort. It's been through rigorous testing to ensure that it delivers performance and reliability in the most demanding situations. And the automotive-style interior is designed to keep operators safe and productive. Put simply, the 114SD sets the new standard for engineered performance and efficiency.

### Available axle configurations:

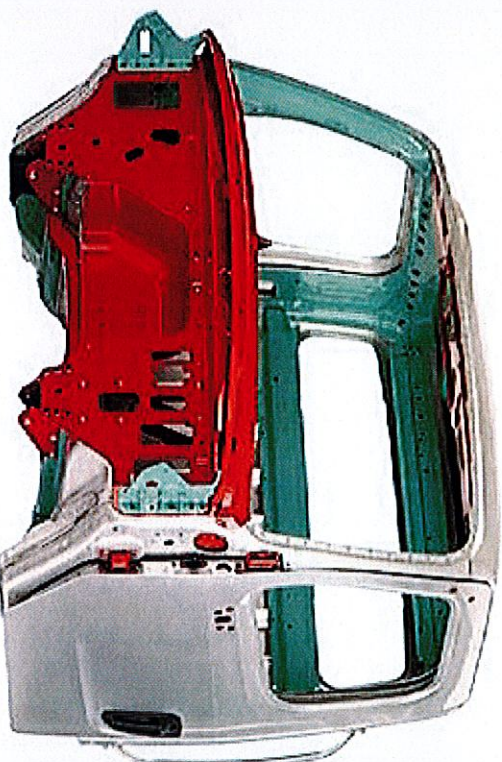
- 114" BBC Set-Forward Axle
- 114" BBC Set-Back Axle

### Available cab configurations:

- Day Cab
- Extended Cab
- Crew Cab (Set-Back Axle Only)



We've applied sophisticated engineering to the structural elements of our work trucks. First, our cabs are lightweight, yet extremely tough. Corrosion-resistant aluminum is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. Plus, the chassis includes a robust backbone with a complete offering of single and double channel frame rails. The result is a tensile strength of up to 120,000 psi and an RBM ratio up to 4.4 million inch-pounds per rail. This means the 114SD can handle whatever job is thrown at it, day after day, year after year.

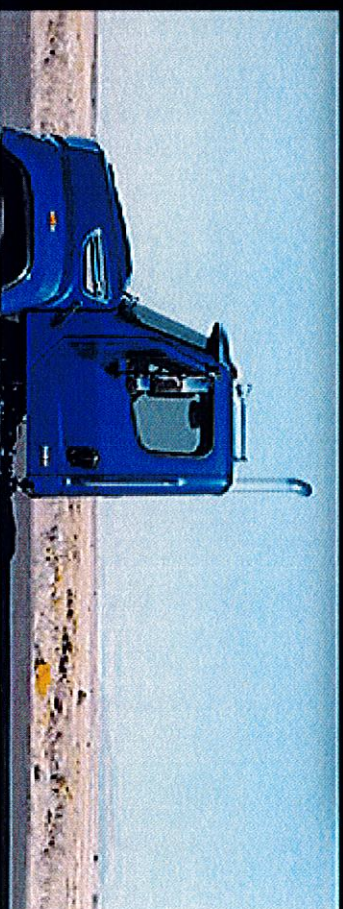


- Corrugated floor, roof and back-of-cab panels for added strength
- Meets Swedish A-pillar test standards and SAE J2422 roof strength requirements
- Available in day cab, extended cab or 4-door crew cab configurations
- 2,500 square-inch one-piece windshield for outstanding job site visibility
- Wide door openings with low step-in height for safe entry and exit
- Steel firewall for solid mounting of dash panel and driver controls

Aluminum Structural  
Reinforcements

E-coated Steel  
Reinforcements

Corrosion-resistant  
Aluminum Panels





at durable aluminum cab  
coated steel

windshield for  
site visibility

d snow  
for

• Breakaway mirrors

• Multiple exhaust  
aftertreatment options  
and pipe routing

• Air-suspended cab

• Mid-back driver and passenger  
seats available

• A variety of Eaton or Allison  
transmission options

• Wide cab for easy installation of  
control tower

65-degree door opening for easy entry and exit.

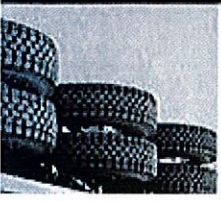
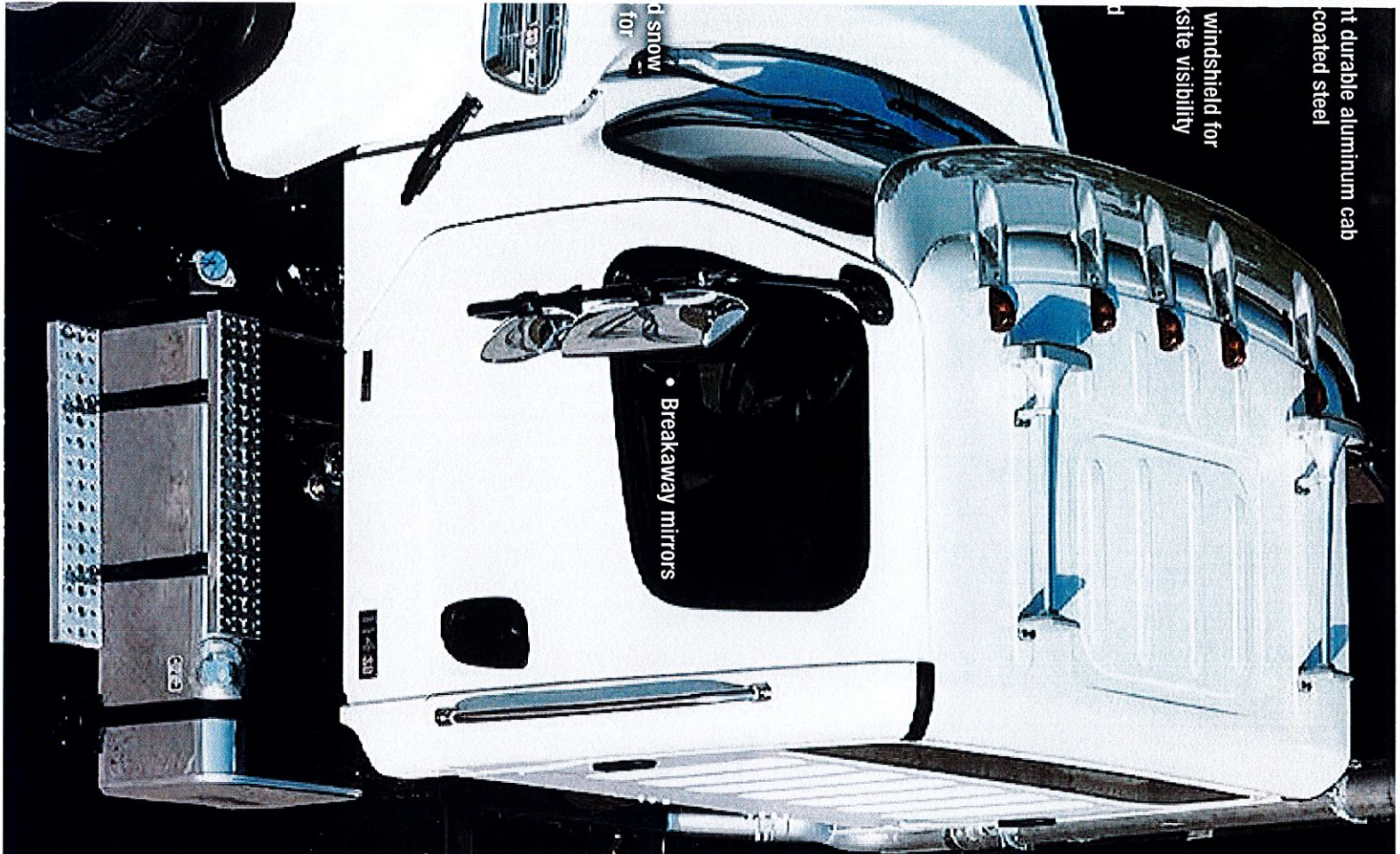
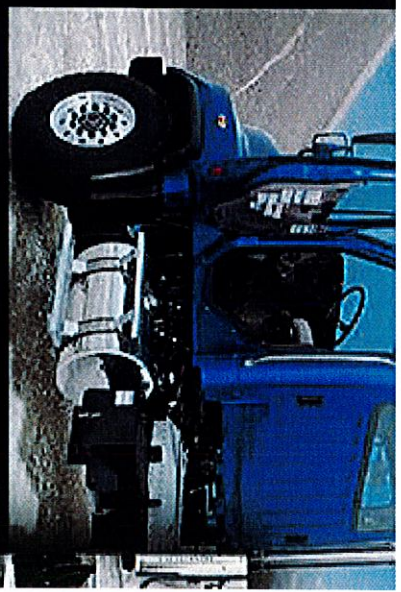
• Custom frame pre-punching available  
for easy body and accessory upfit

• Clear back-of-cab packaging

• Reinforced wing snow plow cross  
member available

• 3 under-cab mounted  
batteries available

• Cement mixer transition  
plates available





## STANDARD FEATURES

- 114" BBC steel-reinforced aluminum day cab
- Set-forward front axle position @ 31"
- Strong, durable cab and hood
- Radiator-mounted mold-in color front grille with signature styling
- Front grille, headlight bezels, engine air intake grille, bumper and primary mirrors trimmed in black
- Halogen composite headlights
- Air rear cab mounts
- Ergonomic wing dash
- 63" x 14" rear window
- Up to 50-degree wheel cut, depending on wheel equipment
- Detroit™ DD13® engine with 350 HP, 1350 lb-ft torque
- Eaton® Fuller® 10-speed manual transmission
- Front axle rated at 12,000 lbs
- Rear axle rated at 40,000 lbs
- 60-gallon cylindrical fuel tank



## OPTIONAL FEATURES

- Bright-accented front grille with chromed grille surround, headlight bezels and engine air intake grille
- Engine air intake pre-cleaner
- Integral front frame extensions in 12" and 24" lengths for front bumper stabilizer install
- Large selection of wheelbases with frames and frame reinforcements to meet severe duty needs
- Front engine, rear engine and transmission power take-offs
- Three batteries mounted under cab with clear back-of-cab packaging
- Range of cylindrical and rectangular aluminum fuel tanks
- Steer axles from 12,000 to 22,000 lbs
- Single drive axles from 21,000 to 38,000 lbs rating
- Tandem drive axles from 40,000 to 58,000 lbs rating
- Multiple clear frame specifications for outrigger installation
- Tridem drive axle set rated at 69,000 lbs
- Pusher and tag axles rated from 8,000 to 22,000 lbs, available in single or dual configurations
- A wide range of Eaton® and Allison® transmissions
- Freightliner AirLiner® and TufTrac® rear suspensions
- Hendrickson® and Chalmers® rear suspensions
- Expanded dash instrumentation, switches and controls to meet almost any vocational application
- Detroit™ DD13 engine with up to 470 HP, 1650 lb-ft torque
- Cummins® ISC engine with up to 350 HP, 1000 lb-ft torque
- Cummins® ISL engine with up to 380 HP, 1300 lb-ft torque
- Cummins® Westport ISL G (natural gas) engine with up to 320 HP, 1000 lb-ft torque
- Removable and frame-mounted front tow devices
- Grab handles with rubber inserts
- 3.2 million RBM single frame rail



## SPECIALIZED OPTIONS

- Bridge formula bumpers for 29.5" front axle position
- Mixer body transition plates
- Set-back front axle position @ 48"
- Switch/harness pre-wire for lights (multiple configurations)
- Fresh air intake snow shield
- Snow plow crossmember for wing plow support
- Extreme climate thermal cab insulation
- Carbon fiber-reinforced aluminum type 3 compressed natural gas (CNG) fuel tanks with approximate range of 400 miles, depending on application
- 4.4 million RBM multi-channel frame rails



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**THE E-VERIFY**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I**  
**PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the FourStar Freightliner, Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II**  
**RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - A. Notice of E-Verify Participation
  - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be



presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's



perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.



22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the



Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
  - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
  - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services E-Verify interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only



under license by DHS/USCIS (see ) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
  - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
    - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,



- ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.
- Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.
- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.



3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must



allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - A. Scanning and uploading the document, or
  - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

###### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **SYSTEM SECURITY AND MAINTENANCE**

###### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.



8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the



software.

### **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

### **D. COMMUNICATIONS**

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

### **E. SOFTWARE DEVELOPER RESTRICTIONS**

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.



2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

#### **F. PENALTIES**

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

### **ARTICLE VI**

#### **MODIFICATION AND TERMINATION**

##### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

##### **B. TERMINATION**

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

### **ARTICLE VII**

#### **PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. FourStar Freightliner, Inc. (Employer) hereby designates and appoints Steve Ammons (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Bullet Investigations Inc.	
Name (Please Type or Print)	Title
Steve Ammons	
Signature	Date
Electronically Signed	September 25, 2017
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



**Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	FourStar Freightliner, Inc.
Company Facility Address	3140 Hayneville Road Montgomery, AL 36108
Company Alternate Address	
County or Parish	Montgomery
Employer Identification Number	520287
North American Industry Classification Systems Code	Motor Vehicle And Parts Dealers (441)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	0