



**COOPERATIVE PURCHASING PROGRAM**  
 Houston-Galveston Area Council of Governments  
 3555 Timmons, Suite 120, Houston, TX 77027  
 Phone: 800-926-0234 Fax: 713-993-4548  
[www.hgacbuy.org](http://www.hgacbuy.org)

CONFERENCE INVITATION:

PRE-BID

PRE-PROPOSAL

PROCUREMENT NO: **RH08-12**

ISSUE DATE: **January #, 2011**

CATEGORY: **REFUSE HANDLING EQUIPMENT**

**PURPOSE OF THE CONFERENCE**

Prior to soliciting offerings for the supply of products and/or services described herein, the Houston-Galveston Area Council of Governments (H-GAC) will conduct a conference for interested parties. At the Conference, H-GAC staff will solicit comments related to the requirements and specifications contained in this DRAFT document. Attendees should be prepared to offer constructive suggestions regarding content and/or format. Information and comments received at the Conference will be considered by H-GAC staff when preparing the final specification / invitation to submit responses, with the objective being a clearly written and competitive specification.

Please study the contents of this document before attending the Conference. Proceedings will move swiftly and there will be no time for an effective review while it is underway. Participants should contact H-GAC a day or two ahead of the scheduled Conference date to confirm that the published date and time is still in effect

More than 5000 local governments and non-profits organizations, in 44 states, belong to and purchase products and services through the H-GAC Cooperative Purchasing Program. **H-GAC expects Offerors to have the capability and willingness to serve any H-GAC member, directly, or indirectly (through an arrangement with, or contractual "assignment" to, a sister dealer).**

**PROCUREMENT SCHEDULE**

<b>PRE-PROPOSAL CONFERENCE NOTICE</b>	January 5, 2012
<b>PRE-PROPOSAL CONFERENCE:</b>	February 2, 2012 @ 9:00 a.m. CT; H-GAC offices, 2nd floor
<b>FINAL SPECIFICATION / INVITATION:</b>	March 6, 2012
<b>CLOSE OF OPEN BID PERIOD:</b>	April 5, 2012 @ 1:00 p.m. CT; H-GAC clock
<b>PUBLIC RESPONSE OPENING:</b>	April 5, 2012 @ 2:00 p.m. CT; H-GAC clock
<b>RECOMMENDATIONS TO BOARD:</b>	June 5, 2012
<b>TARGETED CONTRACT START DATE :</b>	August 1, 2012
The documents comprising this Invitation are available via (appropriate box(es) checked)	
<input checked="" type="checkbox"/> - E-mail <input checked="" type="checkbox"/> - Web Download @ <a href="http://www.hgacbuy.org">www.hgacbuy.org</a>	
For questions regarding this Invitation, please contact:	
<b>Name: Neal Witty      Phone: 713.499.6693      E-mail: <a href="mailto:neal.witty@h-gac.com">neal.witty@h-gac.com</a></b>	

**CONTENTS OF THIS INVITATION**

- SECTION-A:** General Terms & Conditions (Draft)
- SECTION-B:** Product/Specific Requirements (Draft)
- SECTION-C:** H-GAC Forms (Draft)
- SECTION-D:** Pro-Forma (Sample) Contract



**SECTION-A**  
**GENERAL TERMS & CONDITIONS**  
**FOR BIDS AND PROPOSALS**

**INVITATION No. RC08-12**

**DESCRIPTION: Refuse Handling Equipment**

**TABLE OF CONTENTS**

1.	INTRODUCTION .....	2
2.	DEFINITIONS, ABBREVIATIONS & ACRONYMS .....	2
3.	NON-BINDING ORAL COMMENTS .....	4
4.	STRUCTURE OF RESPONSE .....	4
5.	BASIC REQUIREMENTS & CONDITIONS.....	4
6.	OFFEROR'S AUTHORIZED SIGNATORY .....	5
7.	SURETY FOR INSURANCE .....	5
8.	CONFIDENTIAL / PROPRIETARY MATERIALS .....	6
9.	REFERENCES .....	6
10.	INSURANCE .....	6
11.	OFFEROR CERTIFICATIONS.....	6
12.	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION.....	7
13.	NON-RESIDENT RECIPROCAL SALES ACT .....	7
14.	TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING.....	8
15.	INTENT AND SCOPE OF SPECIFICATIONS .....	8
16.	REQUIREMENTS APPLICABLE TO PHYSICAL GOODS.....	8
17.	PRODUCT CODES .....	8
18.	SPECIFIC DESCRIPTIVE REFERENCES.....	9
19.	MANUALS .....	9
20.	STANDARD FEATURES & OPTIONS .....	9
21.	WARRANTIES, SALES & SERVICE .....	10
22.	H-GAC ORDER PROCESSING CHARGE .....	10
23.	PRE-PAYMENTS AND DISCOUNTS .....	10
24.	INSPECTION / TESTING .....	11
25.	PRODUCT DELIVERY .....	11
26.	OFFERED PRODUCT ITEM VARIANCES .....	11
27.	REQUIREMENTS FOR SUBMISSION OF A RESPONSE.....	11
28.	CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS.....	13
29.	INCONSISTENT INFORMATION.....	13
30.	REJECTION OF RESPONSES.....	13
31.	WITHDRAWAL OR MODIFICATION OF RESPONSES .....	13
32.	RESPONSE EVALUATION .....	14
33.	ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD .....	14
34.	AWARD OF CONTRACT .....	14
35.	PRO-FORMA CONTRACT .....	14
36.	CONTRACT TERM .....	14
37.	PERFORMANCE & PAYMENT BOND .....	14

38.	CHANGE ORDERS.....	15
39.	DUPLICATION OF TERMS OR STATEMENTS.....	15
40.	PUBLICITY .....	15
41.	TAXES .....	15
42.	DRUG FREE WORKPLACE .....	15
43.	PRODUCT NOTICES & MAILINGS .....	15
44.	HANDLING OF ORDERS & PAYMENTS.....	15
45.	PRICE CHANGES.....	16
46.	CONTRACT ITEM CHANGES .....	17
47.	FORCE MAJEURE.....	17
48.	PERFORMANCE UNDER CONTRACT .....	17
49.	IMPLEMENTATION OF INTERNET BASED E-COMMERCE .....	18
50.	CONTRACTOR ORIENTATION/TRAINING.....	18
51.	LEGAL & CONTRACTUAL REMEDIES .....	18
52.	NATIONWIDE SALES OPPORTUNITIES.....	19

## 1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

## 2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

### Definitions and Abbreviations:

**Acceptance.** Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

**Aggregate/Single Occurrence.** The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

**Approved.** Acceptable to the "authority having jurisdiction."

**ARO.** "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

**Authority Having Jurisdiction.** The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

**Bidder.** Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

**Change Order.** Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

**Contract.** Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

**Contract Pricing Worksheet.** The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

**Contractor.** The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

**Dealer/Distributor.** A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

**Defect.** A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

**Electronic Media.** As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

**End User.** (See "**Participant**" and "**Member**")

**Listed.** Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

**Manufacturer.** The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

**May.** A term indicating a permissive use or an acceptable alternative to a specified requirement.

**Member.** An authorized Participant in the Program. (See "**Participant**" and "**End User**")

**Motor Vehicle.** The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

**Must.** A term indicating a mandatory requirement.

**Offer or Offering.** Any product or service offered in reply to this Invitation.

**Offeror.** Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

**Participant.** Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

**Product Liability Insurance.** Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

**Product or Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

**Proposer.** Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

**Purchaser.** The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

**Purchasing Authority.** The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

**Quotation.** See "Contract Pricing Worksheet".

**Receipt.** Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

**Response.** All or part of any offering submitted in response to this Invitation.

**Shall.** A term indicating a mandatory requirement or action.

**Should.** A term indicating a recommended or advised response to a specified requirement.

**Vendor.** A manufacturer's representative or dealer authorized to make sales and supply parts and service.

#### **Acronyms:**

**ANSI** = **A**merican **N**ational **S**tandards **I**nstitute

**ASTM** = **A**merican **S**ociety for **T**esting and **M**aterials

**ASME** = **A**merican **S**ociety of **M**echanical **E**ngineers

**CFR** = U.S. **C**ode of **F**ederal **R**egulations

**DOJ** = U.S. **D**epartment **O**f **J**ustice

**DOT** = U.S. **D**epartment **O**f **T**ransportation

**EPA** = U.S. **E**nvironmental **P**rotection **A**gency  
**FAA** = Federal Aviation Administration  
**FMVSS** = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards  
**H-GAC** = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments  
**IEEE** = Institute of **E**lectrical and **E**lectronics **E**ngineers  
**MVD** = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation  
**NFPA** = **N**ational **F**ire **P**rotection **A**ssociation  
**NHTSA** = **N**ational **H**ighway **T**raffic **S**afety **A**dministration  
**NIOSH** = **N**ational **I**nstitute **F**or **O**ccupational **S**afety **A**nd **H**ealth  
**NIST** = **N**ational **I**nstitute of **S**tandards and **T**echnology  
**NTEA** = **N**ational **T**ruck **E**quipment **A**ssociation  
**OSHA** = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration  
**RRC** = **R**ailroad **C**ommission of Texas  
**SAE** = **S**ociety of **A**utomotive **E**ngineers  
**TBPC** = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)  
**TxDOT** = **T**exas **D**epartment **O**f **T**ransportation  
**UL** = **U**nderwriter's **L**aboratories Inc.  
**VTCS** = **V**ernon's **T**exas **C**ivil **S**tatutes

---

### 3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall **ONLY** be communicated written form.

---

### 4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

#### **A. Single Respondent Acting Alone Or As "Lead" For A Group:**

**Offeror** shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

#### **B. Multiple Respondents Acting Jointly:**

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

**In any event, Offeror may be a party to one, and only one, response.**

---

### 5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
- Reject any and all offers received in response to this Invitation.
  - Reject any part of an offer received in response to this Invitation.
  - Determine the correct price and/or terminology in the event of any discrepancies in any response.
  - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
  - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
  - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
  - Hold discussions with **Offerors**, although award may be made without discussion.
  - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
  - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

---

## 6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

---

## 7. SURETY FOR INSURANCE

**Contractor** shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

---

## 8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

---

## 9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
  - Agency name
  - Contact person name
  - Address
  - Phone & Fax numbers
  - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

---

## 10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

**General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

---

## 11. OFFEROR CERTIFICATIONS

**Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.**

### Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

#### **Non-Biased Specifications**

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

#### **No Financial Interest or Other Conflict**

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

#### **Debarment and Suspension Status**

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

#### **Insurance Coverages**

**Offeror** has and will maintain insurance coverage in accordance with the requirements of this Invitation.

#### **Licensing & Permits**

**Offeror(s)** has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

---

### **12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION**

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

---

### **13. NON-RESIDENT RECIPROCAL SALES ACT**

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

---

#### 14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

<p><b>NOTE:</b> In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made <b>ONLY</b> with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a <b>Form A</b> from a licensed Texas Motor Vehicle Dealer</p>
---

---

#### 15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

---

#### 16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
  - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
  - b. Be available for inspection at any time prior to or after procurement.

---

#### 17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer **ONLY ONE** Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** **MAY NOT** submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

---

## 18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

---

## 19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

---

## 20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

### Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

### Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

### Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

### Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.

- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

### **Published & Unpublished Options**

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

---

## **21. WARRANTIES, SALES & SERVICE**

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

---

## **22. H-GAC ORDER PROCESSING CHARGE**

**H-GAC** will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

---

## **23. PRE-PAYMENTS AND DISCOUNTS**

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

---

## 24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

---

## 25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

---

## 26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

---

## 27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
  - Typical turn-around time on repairs.
  - Service Department days and hours of operation.
  - Number of qualified / factory trained service personnel normally on hand.
  - Description of the parts inventory on hand.
  - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
  - Date and hour of public response opening.
  - Bid/Proposal Invitation number.
  - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant. **NOTE** – Items in the Fourth Section should be supplied **ONLY** in the Original.

**First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

**Second Section:**

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

**Third Section:**

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

**Fourth Section:**

- Copies of any applicable Texas MVD Licenses.
  - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
  - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- m. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

---

**28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS**

- a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

---

**29. INCONSISTENT INFORMATION**

**H-GAC** review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

---

**30. REJECTION OF RESPONSES**

- a. **H-GAC** may reject a response if:
  - **Offeror** misstates or conceals any material fact in the Response, or if,
  - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

---

**31. WITHDRAWAL OR MODIFICATION OF RESPONSES**

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

---

### 32. RESPONSE EVALUATION

#### For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for frequently purchased options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

#### For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

---

### 33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

---

### 34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
  - 1st The contract document signed by **H-GAC** and **Offeror**.
  - 2nd This Invitation and all specifications referenced herein.
  - 3rd **Offeror's** response to this Invitation.

---

### 35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

---

### 36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

---

### 37. PERFORMANCE & PAYMENT BOND

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

---

### 38. CHANGE ORDERS

**End Users** shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

---

### 39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

---

### 40. PUBLICITY

**H-GAC** encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

---

### 41. TAXES

**H-GAC** and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

---

### 42. DRUG FREE WORKPLACE

**Contractor** shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

---

### 43. PRODUCT NOTICES & MAILINGS

**H-GAC** is **NOT** the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

---

### 44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will fax **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and transmit it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the**

**case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

---

#### 45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

---

#### 46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

---

#### 47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

---

#### 48. PERFORMANCE UNDER CONTRACT

**H-GAC** is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
  - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
  - **End User** name
  - Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSEXcel or other acceptable electronic format, and are due by the 30<sup>th</sup> day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

#### 49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

**H-GAC** Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at [www.HGACBuy.org](http://www.HGACBuy.org). At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

##### Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

##### Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

#### 50. CONTRACTOR ORIENTATION/TRAINING

**H-GAC** believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of **Contractor's** staff who will be involved in any way with the **HGACBuy** Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC's** offices as may be determined by **H-GAC** and **Contractor** to be the most efficient and effective form of delivery.

#### 51. LEGAL & CONTRACTUAL REMEDIES

##### RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

##### Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

##### Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

### **Appeals**

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

### **RESOLUTION OF CONTRACT DISPUTES**

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

### **SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW**

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

---

## **52. NATIONWIDE SALES OPPORTUNITIES**

**HGACBuy** provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

<p><b>End of Section A</b> <b>GENERAL TERMS &amp; CONDITIONS</b></p>
--

**SECTION-B: PRODUCT SPECIFIC REQUIREMENTS**  
for  
**REFUSE HANDLING EQUIPMENT**

**Table of Contents**

Sub-Section.....	Page
1.0 INTRODUCTION .....	1
2.0 DEFINITIONS AND ABBREVIATIONS .....	1
3.0 STANDARD FEATURES & REQUIREMENTS .....	1
4.0 PRODUCT ITEMS AND PRODUCT CODES .....	2
5.0 BASE UNIT PRICING AND PRODUCT CODES .....	2
6.0 FREIGHT & DELIVERY .....	2
7.0 MOUNTING ON CAB-CHASSIS .....	2
8.0 TRAINING & MANUALS .....	2
9.0 OPTIONS .....	2
10.0 AWARDS .....	3

### 1.0 INTRODUCTION

This specification establishes describes new model refuse handling equipment which may be purchased by H-GAC Members through the H-GAC Cooperative Purchasing Program, *HGACBuy*. All equipment shall be bid and supplied in compliance with federal emission and safety standards in effect at the time of bid. H-GAC supply contracts awarded relative to this Invitation will cover a two (2) year period (commencing on or about August 1, 2012). If an H-GAC contractor realizes price increases during this contract, a contract price change may be requested, per this specification's Section-A (Terms & Conditions section) guidelines.

The Houston-Galveston Area Council (H-GAC) is a government regional planning commission, part of a larger Texas *Concil of Governmens*. Included within H-GAC is the *HGACBuy* program, which issues bid invitations and makes awards on behalf of our local government Members (municipalities, counties, K-12 schools, universities, hospital and special districts, and other local agencies), within and beyond Texas. This specification package describes various categories and specific models of refuse handling equipment. Equipment must meet or exceed all minimum requirements called for in this final bid invitation. The basic product categories covered by this Invitation are:

- |  |  |
|--|--|
| <b>A:</b> Collection Bodies: Front Loading | <b>F:</b> Hoists: Tilt Frame Roll-Off/Hook/Cable           |
| <b>B:</b> Collection Bodies: Rear Loading  | <b>G:</b> Steel Containers: Roll-Off, Front/Rear/Side Load |
| <b>C:</b> Collection Bodies: Side Loading  | <b>H:</b> Compactors, Balers                               |
| <b>D:</b> Collection Bodies: Recycler      | <b>I:</b> Dewatering Containers                            |
| <b>E:</b> Bulk Waste Grapples              |  |

### 2.0 DEFINITIONS AND ABBREVIATIONS

**Base Unit:** Line items listed on Form-D, conforming to minimum configurations set forth in this Invitation.

**Offeror:** Offeror responding to Invitation with formal equipment pricing.

**Contractor:** Offeror under this Invitation who is awarded a supply contract.

**H-GAC:** Houston-Galveston Area Council; a regional planning commission, which includes a cooperative purchasing program, *HGACBuy*, whose members purchase various types of equipment off pre-bid supply contracts.

**Invitation:** HGAC invitation to bid, including bid specification and other related H-GAC documents.

**Members:** Local government agencies participating in the *HGACBuy* program, who may elect to purchase equipment and services through H-GAC from contracted manufacturers and/or distributors.

**Product Code:** Line item code designating the Base Unit equipment.

**Response:** Offeror's formal bid response to this Invitation.

### 3.0 STANDARD FEATURES & REQUIREMENTS

Base Unit models (e.g. Form-D) represent, at the very least, complete, turn-key items, with components and performance associated with the standard manufacturer model configurations and shall not require the addition of any compulsory components, other than for those upgrades/downgrades desired by H-GAC Members.

All items bid pursuant to this Invitation must be compliant with the most current requirements of all applicable government regulations, including but not limited to DOT, FMVSS, ANSI, ASTM, OSHA, SAE. Additionally, items bid under this contract must include all applicable licenses, permits and certifications. Offeror shall note in bid where priced equipment adheres to voluntary standards, including Waste Equipment Technology Association (WASTEC)/ANSI245 standards.

#### 4.0 PRODUCT ITEMS AND PRODUCT CODES

Per-approved models covered by this Invitation are listed by H-GAC on Form-D, each identified with a four character alphanumeric Product Code. The first alpha character corresponds to the broad equipment category (as described in Subsection 1.0 above); the second numeric character designates the manufacturer; and the remaining, a unique model designation.

#### 5.0 BASE UNIT PRICING AND PRODUCT CODES

5.1 All Base Unit (Form-D) equipment bid and sold under Invitation and eventual contract:

- Shall be new, non-refurbished equipment, and shall (except where requested by an H-GAC Member) be functional and in all respects, ready for operation, upon final delivery.
- Shall, at a minimum, include manufacturers' standard configuration components and related performance, consistent with the latest model editions available at the time of the bid invitation.
- Shall require with no additional, compulsory equipment to render it safe, functional, or legal to operate in HGAC members' venues.

5.2 Offeror **shall** include product literature and/or dealer quote/cut sheets describing, in detail, the standard configurations of all Base Units priced.

5.3 As described in Section-A (Sub-section 22), on each purchase order under this contract, H-GAC will invoice contractors directly for the 1.5% H-GAC Purchase Order Processing Charge. It is Offeror's responsibility to take this into consideration when preparing Form-D and Form-E bid pricing, building this fee into Base Unit and options pricing accordingly.

#### 6.0 FREIGHT & DELIVERY

Form-D pricing shall be inclusive of factory-to-dealer destination costs. However, freight to the final H-GAC member location (and from dealer inventory to body converter and from convertor to end user) shall be recognized at the time of each individual H-GAC purchase order, unique to each end user's delivery location and should not be included in Form-D pricing.

#### 7.0 MOUNTING ON CAB-CHASSIS

For equipment designed for installation on a commercial cab-chassis, Offeror shall price the base unit on Form-D, exclusive of any cab-chassis, but inclusive of the cost of standard chassis mounting on an approved customer-supplied or Offeror-supplied optional chassis, such that the body, as priced on Form-D, will be ready to operate without any additional, compulsory fees or components. Offerors who contract with H-GAC on this contract will accommodate End User's truck suppliers, including those truck chassis dealers who participate on H-GAC's "Medium and Heavy Truck" contract (i.e. dual POs) for body mounting and final delivery.

#### 8.0 TRAINING & MANUALS

At a minimum, one (1) copy of an owner's manual, covering safety, operation, and maintenance, shall be provided to End User at time of delivery for each unit purchased. On the sale of refuse bodies, a factory authorized representative shall be made available to H-GAC Members for training conducted at the Members's location. The cost this onsite training shall be included on Form-E. If Offeror chooses to include this in the price of its Form-D Base Unit pricing (i.e. normally included in price quotes), then this training must still be listed on Form-E, but noted as "Included in Base Unit pricing".

#### 9.0 OPTIONS

For each Product Item bid, Offeror shall list and price, on Form-E, a **comprehensive** set of discounted options and accessories, and as applicable, model upgrades (e.g. higher capacity configurations/models within a given (Form-D)

series). Option upgrades/downgrades shall be priced on Form-E as the price differential (“adder”/“deduct”) from the H-GAC base unit price. Standard features or those that are considered integral to the Form-D Base Unit configuration **shall not** be included on Form-E except where listed as a deduct [i.e. "\$####" ], and noted as such.

Failure to supply a thorough set of options **may result in a non-compliant bid.**

#### **10.0 AWARDS**

For each specific line item, H-GAC will recommend awards to the lowest responsible Offeror. On line items with more than one Offeror, H-GAC will utilize a random basket of options prices, with individual line items awarded to the Offeror with the lowest combination of Base Unit (Form-D) and common options (Form-E) basket pricing.

**\*\*\* End of Section B \*\*\***



## SECTION C - H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: RH08-12

Title: Refuse Handling Equipment

This Section contains the following H-GAC Forms.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options

These Forms are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. These Forms **may not** be changed or altered in any way, except as may be specified on the Form.

**ALL** completed Forms (and entire bid response) must also be submitted in printed and digital media (DVD, CDROM, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

**FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY**  
(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: RH08-12

Invitation Title: Refuse Handling Equipment

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status:  Manufacturer  Dealer/Distributor  Other

Response Type(1):  Single Offeror Acting Alone Or As Lead  Multiple Offerors Acting Jointly

Contract Signatory(2):

Title:

Mailing Address(3):

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Phone:

Fax:

Email Address:

Federal Tax ID No.:

Web Page URL:

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

**Member Contact Information**

Contact Person (4):

Title:

Mailing Address:

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Toll Free Phone:

Fax:

Email Address:

**(4) Person who End Users will contact for product information and to get pricing quotes.**

**The Signatory below, on behalf of Offeror:**

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature:

Title:

Printed Name:

Date:

**Title: Refuse Handling Equipment**

**Offeror:** \_\_\_\_\_

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

.....  
Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

.....  
Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title:	Date:
--------	-------

**HUB Status Of Offeror**

Offeror is a HUB, as detailed below.                       Offeror is not a HUB.

Designation(s):     HUB     DBE     MBE     WBE     Other   

Certifying/Listing Authority(s):

**Subcontracts**

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

Subcontractor List attached.                       No Subcontractors will be used.

Title: Refuse Handling Equipment

Offeror: \_\_\_\_\_

This Form is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-compliant. Offeror's signatory shall review each item below and certify by initialing in the space to the right.

This Response Includes:		Initials
1	An "Original" of all required H-GAC Forms and bid response documents, plus one copy, each in a separate hard-sided 3-ring binder (tabbed, per Section-A).	
2	<a href="#">Comprehensive list of body options pricing on Form-E.</a>	
3	<a href="#">A completed digital copy of ALL Forms and any other bid response documents</a>	
4	The required list of references.	
5	A complete description of Offeror's "service organization", per Section-A, detailing support locations, hours, personnel and parts/service availability.	
6	Complete warranty documentation for all Products offered.	
7	If the Non-Resident Reciprocal Bid Act applies, per Section-A, include a copy of your state statute and a determination of the status of Texas bidders / proposers in your home state. If not applicable, indicate "N/A"	
8	Specifcation / quote sheet for for each line item offered.	
9	Form CIQ, if required by law, completed and signed. Offeror should refer to webpage, <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a> to get instructions and download the Form.	

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
<b>A: Front-Loading Bodies</b>			
AA01	<b>E-Z Pack:</b> Commercial Front Loader Series: 35-Yd, High Compaction		
AA02	<b>E-Z Pack:</b> Commercial Front Loader Series: 37-Yd, High Compaction		
AA03	<b>E-Z Pack:</b> Commercial Front Loader Series: 40-Yd, High Compaction		
AA04	<b>E-Z Pack:</b> Commercial Front Loader Series: 44-Yd, High Compaction		
AA05	<b>E-Z Pack:</b> Residential Front Loader Series: 35-Yd		
AA06	<b>E-Z Pack:</b> Residential Front Loader Series: 37-Yd		
AA07	<b>E-Z Pack:</b> Residential Front Loader Series: 40-Yd		
AB01	<b>Heil:</b> Durapack Series 20-Yd: High Compact Gravity Dump Front Loader		
AB02	<b>Heil:</b> Durapack Series 20-Yd: High Compact, full Eject Front Loader		
AB03	<b>Heil:</b> Durapack Series 23-Yd: High Compact Gravity Dump Front Loader		
AB04	<b>Heil:</b> Durapack Series 28-Yd: High Compact Gravity Dump Front Loader		
AB05	<b>Heil:</b> Durapack Series 23-Yd: Residential, Full Eject, High Compaction Front Loader		
AB06	<b>Heil:</b> Durapack Series 28-Yd: Residential, Full Eject, High Compaction Front Loader		
AC01	<b>Kann:</b> CoCollector Series 31-Yd: Refuse-Recycler, Two Compartment Front Loader		
AC02	<b>Kann:</b> CoCollector Series 35-Yd: Refuse-Recycler, Two Compartment Front Loader		
AC03	<b>Kann:</b> Route King Series 26-Yd: Front Loader		
AC04	<b>Kann:</b> Route King Series 36-Yd: Front Loader		
AC05	<b>Kann:</b> Route King Series 41-Yd: Front Loader		
AD01	<b>McNeilus:</b> Pacific Series 36-Yd: Light Body, Full Eject Front Loader		
AD02	<b>McNeilus:</b> Pacific Series 40-Yd: Light Body, Full Eject Front Loader		
AD03	<b>McNeilus:</b> Pacific Series 43-Yd: Light Body, Full Eject Front Loader		
AD04	<b>McNeilus:</b> Pacific Series 45-Yd: Light Body, Full Eject Front Loader		
AD05	<b>McNeilus:</b> Atlantic Series 3629: 24-Yd Heavy Duty, Full Eject Front Loader		
AD06	<b>McNeilus:</b> Atlantic Series 4029: 28-Yd Heavy Duty Full Eject Front Loader		
AD07	<b>McNeilus:</b> Atlantic Series 4329: 31-Yd Heavy Duty Full Eject Front Loader		
AD08	<b>McNeilus:</b> Atlantic Series 4529: 33-Yd Heavy Duty Full Eject Front Loader		
AE01	<b>New Way:</b> Mammoth Series 34: 34-Yd Heavy Duty Front Loader		
AE02	<b>New Way:</b> Mammoth Series 40: 40-Yd Heavy Duty Front Loader		
AE03	<b>New Way:</b> Western Series 34FL: 34-Yd Light Body, High Compaction Front Loader		
AE04	<b>New Way:</b> Western Series 37FL: 37-Yd Light Body, High Compaction Front Loader		
AE05	<b>New Way:</b> Western Series 40FL: 40-Yd Light Body, High Compaction Front Loader		
AE06	<b>New Way:</b> Western Series 43FL: 43-Yd Light Body, High Compaction Front Loader		
AF07	<b>Pak-Mor:</b> FPE830C: 30-Yd Heavy Duty Front Loader		
AF08	<b>Pak-Mor:</b> FPE835C: 35-Yd Heavy Duty Front Loader		
AF09	<b>Pak-Mor:</b> FPE840C: 40-Yd Heavy Duty Front Loader		
AG01	<b>Pendpac:</b> <i>to be determined</i>		
AH01	<b>Wittke:</b> Starlight Series 32-Yd Front Loader		
AH02	<b>Wittke:</b> Starlight Series 34-Yd Front Loader		
AH03	<b>Wittke:</b> Starlight Series 36-Yd Front Loader		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
AH04	Wittke: Starlight Series 40-Yd Front Loader		
AH05	Wittke: Starlight Series 40-Yd Front Loader, Long Body		
AH06	Wittke: Starlight Series 42-Yd Front Loader		
AH07	Wittke: Starlight Series 44-Yd Front Loader		
AH08	Wittke: SuperDuty Series 38-Yd: Heavy Duty Front Loader		
AH09	Wittke: SuperDuty Series 40-Yd: Heavy Duty Front Loader, Long Body		
AH10	Wittke: SuperDuty Series 40 Yd: Heavy Duty Front Loader		
AH11	Wittke: SuperDuty Series 42-Yd: Heavy Duty Front Loader		
AH12	Wittke: SuperDuty Series 44-Yd: Heavy Duty Front Loader		
<b>B: Rear-Loading Bodies</b>			
BA01	E-Z Pack: Apollo A-300C: 16-Yd, Mid-Range Rear Loader		
BA02	E-Z Pack: Apollo A-300C: 18-Yd, Mid-Range Rear Loader		
BA03	E-Z Pack: Apollo A-300C: 20-Yd, Mid-Range Rear Loader		
BA04	E-Z Pack: Apollo A-300C: 25-Yd, Mid-Range Rear Loader		
BA05	E-Z Pack: Goliath G-300C: 18-Yd, High Compaction Rear Loader		
BA06	E-Z Pack: Goliath G-300C: 20-Yd, High Compaction Rear Loader		
BA07	E-Z Pack: Goliath G-300C: 25-Yd, High Compaction Rear Loader		
BA08	E-Z Pack: Goliath G-300C: 31-Yd, High Compaction Rear Loader		
BA09	E-Z Pack: Goliath G-400: 20-Yd, Heavy Duty, High Compaction Rear Loader		
BA10	E-Z Pack: Goliath G-400: 25-Yd, Heavy Duty, High Compaction Rear Loader		
BA11	E-Z Pack: Goliath G-400: 31-Yd, Heavy Duty, High Compaction Rear Loader		
BB01	G&H: R-9020-01: Standard 20-Yd, Rear Loader		
BB02	G&H: R-9025-01: Standard 25-Yd, Rear Loader		
BB03	G&H: R-9030-01: Standard 30-Yd, Rear Loader		
BC01	Heil: Formula 4000 Series 13-Yd: Non-CDL Class, Low Compact Rear Loader		
BC02	Heil: Formula 4000 Series 11-Yd: Low Compact Rear Loader		
BC03	Heil: Formula 4000 Series 16-Yd: Low Compact Rear Loader		
BC04	Heil: Formula 4000 Series 18-Yd: Low Compact Rear Loader		
BC05	Heil: Formula 4000 Series 20-Yd: Low Compact Rear Loader		
BC06	Heil: Formula 4000 Series 25-Yd: Low Compact Rear Loader		
BC07	Heil: PT-1000 Series 18-Yd: Mid Compact Rear Loader		
BC08	Heil: PT-1000 Series 20-Yd: Mid Compact Rear Loader		
BC09	Heil: PT-1000 Series 25-Yd: Mid Compact Rear Loader		
BC10	Heil: Formula 5000 Series 18-Yd: High Compact Rear Loader		
BC11	Heil: Formula 5000 Series 20-Yd: High Compact Rear Loader		
BC12	Heil: Formula 5000 Series 25-Yd: High Compact Rear Loader		
BC13	Heil: Formula 5000 Series 27-Yd: High Compact Rear Loader		
BC14	Heil: Formula 5000 Series 32-Yd: High Compact Rear Loader		
BC15	Heil: PT Commercial Series 25-Yd: High Compact Rear Loader		
BC16	Heil: PT Commercial Series 27-Yd: High Compact Rear Loader		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
BC17	Heil: PT Commercial Series 32-Yd: High Compact Rear Loader		
BD01	Kann: Packmaster 20-Yd Rear Loader		
BD02	Kann: Packmaster 25-Yd Rear Loader		
BE01	Leach: 2RIII Series 20-Yd: High Compact Commercial Rear Loader		
BE02	Leach: 2RIII Series 25-Yd: High Compact Commercial Rear Loader		
BE03	Leach: 2RIII Series 29-Yd: High Compact Commercial Rear Loader		
BE04	Leach: 2RIII Series 32-Yd: High Compact Commercial Rear Loader		
BE05	Leach: Alpha III Series 14-Yd: Mid Compact Rear Loader		
BE06	Leach: Alpha III Series 16-Yd: Mid Compact Rear Loader		
BE07	Leach: Alpha III Series 18-Yd: Mid Compact Rear Loader		
BE08	Leach: Alpha III Series 20-Yd: Mid Compact Rear Loader		
BE09	Leach: Alpha III Series 25-Yd: Mid Compact Rear Loader		
BF01	McNeilus: Standard Rear Loader, 17-Yd		
BF02	McNeilus: Standard Rear Loader, 20-Yd		
BF03	McNeilus: Standard Rear Loader, 25-Yd		
BF04	McNeilus: Standard Rear Loader, 32-Yd		
BG01	New Way: Diamondback Series 6RL: 6-Yd Compact Rear Loader		
BG02	New Way: Diamondback Series 6HC RL: 6-Yd, Compact Rear Loader, High Compaction		
BG03	New Way: Diamondback Series 8RL: 8-Yd, Compact Rear Loader		
BG04	New Way: Diamondback Series 8HC RL: 8-Yd, Compact Rear Loader, High Compaction		
BG05	New Way: Cobra Series 9RL: 9-Yd. Mid Compaction Rear Loader		
BG06	New Way: Cobra Series 11RL: 11-Yd, Mid Compaction Rear Loader		
BG07	New Way: Cobra Series 13RL: 13-Yd, Mid Compaction Rear Loader		
BG08	New Way: Cobra Series 16RL: 16-Yd, Mid Compaction Rear Loader		
BG09	New Way: Cobra Series 18RL: 18-Yd, Mid Compaction Rear Loader		
BG10	New Way: Cobra Series 20RL: 20-Yd, Mid Compaction Rear Loader		
BG11	New Way: Cobra Series 25RL: 25-Yd, Mid Compaction Rear Loader		
BG12	New Way: Cobra Series 20RL: 20-Yd, Standard Compaction, Lightweight Rear Loader		
BG13	New Way: Cobra Series 25RL: 25-Yd, Standard Compaction, Lightweight Rear Loader		
BG14	New Way: Cobra Magnum Series: 20RL, High Compaction Rear Loader		
BG15	New Way: Cobra Magnum Series: 25RL, High Compaction Rear Loader		
BG16	New Way: Cobra Magnum Series: 32RL, High Compaction Rear Loader		
BG17	New Way: King Cobra Series: 20RL, Ultra High Compaction Rear Loader		
BG18	New Way: King Cobra Series: 27RL, Ultra High Compaction Rear Loader		
BG19	New Way: Cobra Series 32RL: 32-Yd, Standard Compaction, Lightweight Rear Loader		
BG20	New Way: Viper Series 11RL: 11-Yd, Mid Compaction, Lightweight Rear Loader		
BG21	New Way: Viper Series 13RL: 13-Yd, Mid Compaction, Lightweight Rear Loader		
BG22	New Way: Viper Series 16RL: 16-Yd, Mid Compaction, Lightweight Rear Loader		
BG23	New Way: Viper Series 18RL: 18-Yd, Mid Compaction, Lightweight Rear Loader		
BG24	New Way: Viper Series 20RL: 20-Yd, Mid Compaction, Lightweight Rear Loader		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
BG25	New Way: Viper Series 25RL: 25-Yd, Mid Compaction, Lightweight Rear Loader		
BG26	New Way: King Cobra Series 25RL: 25-Yd, Ultra High Compaction Rear Loader		
BG27	New Way: King Cobra Series 32RL: 32-Yd, Ultra High Compaction Rear Loader		
BH01	Pak-Mor: RBS106: 6-Yd, Residential Mid Compaction Rear Loader		
BH02	Pak-Mor: RBS108: 8-Yd, Residential Mid Compaction Rear Loader		
BH03	Pak-Mor: RBS110: 10-Yd, Residential Mid Compaction Rear Loader		
BH04	Pak-Mor: R112B: 12-Yd, Residential Mid Compaction Rear Loader		
BH05	Pak-Mor: R114B: 14-Yd, Residential Mid Compaction Rear Loader		
BH06	Pak-Mor: R116B: 16-Yd, Residential Mid Compaction Rear Loader		
BH07	Pak-Mor: R118B: 18-Yd, Residential Mid Compaction Rear Loader		
BH08	Pak-Mor: R120B: 20-Yd, Residential Mid Compaction Rear Loader		
BH09	Pak-Mor: R125B: 25-Yd, Residential Mid Compaction Rear Loader		
BH10	Pak-Mor: R130B: 30-Yd, Residential Mid Compaction Rear Loader		
BH11	Pak-Mor: RLP111B: 11-Yd, Residential Low Profile, Mid Compaction Rear Loader		
BH12	Pak-Mor: RLP112B: 12-Yd, Residential Low Profile, Mid Compaction Rear Loader		
BH13	Pak-Mor: RLP114B: 14-Yd, Residential Low Profile, Mid Compaction Rear Loader		
BH14	Pak-Mor: RLP116B: 16-Yd, Residential Low Profile, Mid Compaction Rear Loader		
BH15	Pak-Mor: RLP117B: 17-Yd, Residential Low Profile, Mid Compaction Rear Loader		
BH16	Pak-Mor: RC116B: 16-Yd, Residential Mid Compaction Rear Loader		
BH17	Pak-Mor: RC118B: 18-Yd, Residential Mid Compaction Rear Loader		
BH18	Pak-Mor: RC120B: 20-Yd, Residential Mid Compaction Rear Loader		
BH19	Pak-Mor: RC125B: 25-Yd, Residential Mid Compaction Rear Loader		
BH20	Pak-Mor: RC130B: 30-Yd, Residential Mid Compaction Rear Loader		
BH21	Pak-Mor: R216B: 16-Yd, Commercial Mid Compaction Rear Loader		
BH22	Pak-Mor: R218B: 18-Yd, Commercial Mid Compaction Rear Loader		
BH23	Pak-Mor: R220B: 20-Yd, Commercial Mid Compaction Rear Loader		
BH24	Pak-Mor: R225B: 25-Yd, Commercial Mid Compaction Rear Loader		
BH25	Pak-Mor: R230B: 30-Yd, Commercial Mid Compaction Rear Loader		
BH26	Pak-Mor: RHC218B: 18-Yd, Commercial High Compaction Rear Loader		
BH27	Pak-Mor: RHC220B: 20-Yd, Commercial High Compaction Rear Loader		
BH28	Pak-Mor: RHC225B: 25-Yd, Commercial High Compaction Rear Loader		
BH29	Pak-Mor: RHC230B: 30-Yd, Commercial High Compaction Rear Loader		
BH30	Pak-Mor: RHC234B: 34-Yd, Commercial High Compaction Rear Loader		
BH31	Pak-Mor: R320B: 20-Yd, Commercial High Compaction Rear Loader		
BH32	Pak-Mor: R325B: 25-Yd, Commercial High Compaction Rear Loader		
BH33	Pak-Mor: R330B: 30-Yd, Commercial High Compaction Rear Loader		
BH34	Pak-Mor: R334B: 34-Yd, Commercial High Compaction Rear Loader		
<b>C: Side-Loading Bodies</b>			
CA01	DaDee Manufacturing: Scorpion Automated Side Loader: 27-Yd Continous Dump and Pack Loader; dual cameras and monitor		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
CB01	<b>E-Z Pack:</b> ASL20: 20-Yd, High Compaction Automated Side Loader		
CB02	<b>E-Z Pack:</b> ASL25: 25-Yd, High Compaction Automated Side Loader		
CB03	<b>E-Z Pack:</b> ASL27: 27-Yd, High Compaction Automated Side Loader		
CB04	<b>E-Z Pack:</b> ASL30: 30-Yd, High Compaction Automated Side Loader		
CC01	<b>G&amp;H:</b> SL-2020 Curb and Street: 20 Yd, Dump Side Loader		
CC02	<b>G&amp;H:</b> SL-2025 Curb and Street: 25 YD, Dump Side Loader		
CC03	<b>G&amp;H:</b> SL-2020 Curb and Street: 20 Yd, Dump Side Loader, Dual Compartment		
CC04	<b>G&amp;H:</b> SL-2025 Curb and Street: 25 Yd, Dump Side Loader, Dual Compartment		
CD01	<b>GS Products:</b> MP8113: 13-yd., bucket style side loader; multi-purpose, full eject; dual bucket; 2-axle configuration.		
CD02	<b>GS Products:</b> MP8116: 16-yd., bucket style side loader; multi-purpose, full eject; dual bucket; 2-axle configuration.		
CD03	<b>GS Products:</b> MP8120X: 20-yd., bucket style side loader; multi-purpose, full eject; dual bucket; 2-axle configuration.		
CD04	<b>GS Products:</b> MP8129: 29-yd., bucket style side loader; multi-purpose, full eject; dual bucket; 3-axle configuration.		
CD05	<b>GS Products:</b> MP8131: 31-yd., bucket style side loader; multi-purpose, full eject; dual bucket; 3-axle configuration.		
CD06	<b>GS Products:</b> MP8133: 33-yd., bucket style side loader; multi-purpose, full eject; dual bucket; 3-axle configuration.		
CD07	<b>GS Products:</b> MP8135: 35-yd., bucket style side loader; multi-purpose, full eject; dual bucket; 3-axle configuration.		
CD08	<b>GS Products:</b> MP8137: 37-yd., bucket style side loader; multi-purpose, full eject; dual bucket; 3-axle configuration.		
CD09	<b>GS Products:</b> MP8229: 29-yd, bucket style loader; two-compartment, split body; multi-purpose, full eject; dual bucket; 3-axle configuration.		
CE01	<b>Heil:</b> Rapid Rail Series 16-Yd: Mid Compact Auto Side Loader		
CE02	<b>Heil:</b> Rapid Rail Series 20-Yd: Mid Compact Auto Side Loader		
CE03	<b>Heil:</b> Rapid Rail Series 22-Yd: Mid Compact Auto Side Loader		
CE04	<b>Heil:</b> Rapid Rail Series 24-Yd: Mid Compact Auto Side Loader		
CE05	<b>Heil:</b> Rapid Rail Series 26-Yd: Mid Compact Auto Side Loader		
CE06	<b>Heil:</b> Rapid Rail Series 30-Yd: Mid Compact Auto Side Loader		
CE07	<b>Heil:</b> Rapid Rail Series 32-Yd: Mid Compact Auto Side Loader		
CE08	<b>Heil:</b> CP Python Series 16-Yd: Mid Compact Auto Side Loader		
CE09	<b>Heil:</b> CP Python Series 20-Yd: Mid Compact Auto Side Loader		
CE10	<b>Heil:</b> CP Python Series 22-Yd: Mid Compact Auto Side Loader		
CE11	<b>Heil:</b> CP Python Series 24-Yd: Mid Compact Auto Side Loader		
CE12	<b>Heil:</b> CP Python Series 28-Yd: Mid Compact Auto Side Loader		
CE13	<b>Heil:</b> CP Python Series 30-Yd: Mid Compact Auto Side Loader		
CE14	<b>Heil:</b> CP Python Series 32-Yd: Mid Compact Auto Side Loader		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
CE15	Heil: Retriever Series 6-Yd: Manual Side Loader, rear loader transfer system		
CE16	Heil: Retriever Series 10-Yd: Manual Side Loader, rear loader transfer system		
CF01	Kann: SL Series 31-Yd: Tilt-to-Dump / Dual Side Loading Side Loader		
CF02	Kann: SLC Series 20-Yd: Commercial Side-Loader, Tilt-to-Dump		
CF03	Kann: SLC Series 31-Yd: Commercial Side-Loader, Tilt-to-Dump		
CF04	Kann: SLEC Series 20-Yd: Commercial Side-Loader, Eject		
CF05	Kann: SLEC Series 31-Yd: Commercial Side-Loader, Eject		
CF06	Kann: SLEM Full Eject Series 20-Yd Side Loader, 2-Compartment, Single Side Loading		
CF07	Kann: SLEM Full Eject Series 30-Yd Side Loader, 2-Compartment, Single Side Loading		
CF08	Kann: SLEL Full Eject Series 15-Yd Side Loader		
CF09	Kann: SLEL Full Eject Series 20-Yd Side Loader		
CF10	Kann: SLES Full Eject Series 20-Yd Side Loader Single Side Loading		
CF11	Kann: SLES Full Eject Series 30-Yd Side Loader Single Side Loading		
CF12	Kann: SLED Full Eject Series 20-Yd Side Loader Dual Side Loading		
CF13	Kann: SLED Full Eject Series 30-Yd Side Loader Dual Side Loading		
CF14	Kann: SLEA Automated Side Loader, 20-Yd		
CF15	Kann: SLEA Automated Side Loader, 28-Yd		
CG01	Labrie: Automizer Right Hand Series 15-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 2-Axle Configuration (Bidder shall include with Form-E options: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG02	Labrie: Automizer Right Hand Series 17-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 2-Axle Configuration (Bidder shall include with Form-E options: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG03	Labrie: Automizer Right Hand Series 20-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 2-Axle Configuration (Bidder shall include with Form-E options: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG04	Labrie: Automizer Right Hand Series 22-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 2-Axle Configuration (Bidder shall include with Form-E options: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG05	Labrie: Automizer Right Hand Series 27-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach 3-Axle Configuration (Bidder shall include with Form-E options: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG06	Labrie: Automizer Right Hand Series 29-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 3-Axle Configuration (Bidder shall include with Form-E options: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG07	Labrie: Automizer Right Hand Series 31-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 3-Axle Configuration (Bidder shall include with Form-E options: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
CG08	<b>Labrie:</b> Automizer Right Hand Series, 33-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 3-Axle Configuration (Bidder shall include with Form-E options pricing: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG09	<b>Labrie:</b> Automizer Right Hand Series, 35-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 3-Axle Configuration (Bidder shall include with Form-E options pricing: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG10	<b>Labrie:</b> Automizer Right Hand Series, 37-Yd: Straight-Frame Automated Side Loader, 144" zero swing arm reach, 3-Axle Configuration (Bidder shall include with Form-E options pricing: upgrade pricing for Co-Mingle 50-50 and 60-40 split body versions)		
CG11	<b>Labrie:</b> Expert 2000 Series 15-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 2-Axle configuration		
CG12	<b>Labrie:</b> Expert 2000 Series 17-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 2-Axle configuration		
CG13	<b>Labrie:</b> Expert 2000 Series 20-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 2-Axle configuration		
CG14	<b>Labrie:</b> Expert 2000 Series 22-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 2-Axle configuration		
CG15	<b>Labrie:</b> Expert 2000 Series 24-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 2-Axle configuration		
CG16	<b>Labrie:</b> Expert 2000 Series 27-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 3-Axle configuration		
CG17	<b>Labrie:</b> Expert 2000 Series 29-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 3-Axle configuration		
CG18	<b>Labrie:</b> Expert 2000 Series 31-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 3-Axle configuration		
CG19	<b>Labrie:</b> Expert 2000 Series 33-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 3-Axle configuration		
CG20	<b>Labrie:</b> Expert 2000 Series 35-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 3-Axle configuration		
CG21	<b>Labrie:</b> Expert 2000 Series 37-Yd: Drop-Frame Semi-Auto/Auto Side Loader, 3-Axle configuration		
CG22	<b>Labrie:</b> Expert 2000 Series 31+0 Yd: Flat Tailgate, Drop-Frame Semi-Auto/Auto Side Loader, 3-Axle configuration		
CG23	<b>Labrie:</b> Expert 2000 Series 31+2 Yd: Drop-Frame Semi-Auto/Auto Side Loader, 3-Axle configuration		
CG24	<b>Labrie:</b> Expert 2000 Series 27-Yd: Drop-Frame Side Loader, dual automated arm, 3-Axle configuration		
CG25	<b>Labrie:</b> Expert 2000 Series 29-Yd: Drop-Frame Side Loader, dual automated arm, 3-Axle configuration		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
CG26	Labrie: Expert 2000 Series 31-Yd: Drop-Frame Side Loader, dual automated arm, 3-Axle configuration		
CG27	Labrie: Expert 2000 Series 33-Yd: Drop-Frame Side Loader, dual automated arm, 3-Axle configuration		
CG28	Labrie: Expert 2000 Series 35Yd: Drop-Frame Side Loader, dual automated arm, 3-Axle configuration		
CG29	Labrie: Expert 2000 Series 37-Yd: Drop-Frame Side Loader, dual automated arm, 3-Axle configuration		
CG30	Labrie: Expert 2000-Comingle Series 17-Yd: Drop-Frame Semi-AutoSide Loader, 2-Axle configuration		
CG31	Labrie: Expert 2000-Comingle Series 22-Yd: Drop-Frame Semi-Auto Side Loader, 2-Axle configuration		
CG32	Labrie: Expert 2000-Comingle Series 17-Yd: Drop-Frame Semi-Auto Side Loader, 2-Axle configuration		
CG33	Labrie: Expert 2000-Comingle Series 24-Yd: Drop-Frame Semi-Auto Side Loader, 2-Axle configuration		
CG34	Labrie: Expert 2000-Comingle Series 29-Yd: Drop-Frame Semi-Auto Side Loader, 3-Axle configuration		
CG35	Labrie: Expert 2000-Comingle Series 31-Yd: Drop-Frame Semi-Auto Side Loader, 3-Axle configuration		
CG36	Labrie: Expert 2000-Comingle Series 33-Yd: Drop-Frame Semi-Auto Side Loader, 3-Axle configuration		
CG37	Labrie: Expert 2000-Comingle Series 35-Yd: Drop-Frame Semi-Auto Side Loader, 3-Axle configuration		
CG38	Labrie: Expert 2000-Comingle Series 37-Yd: Drop-Frame Semi-Auto Side Loader, 3-Axle configuration		
CG39	Labrie: Expert 2000-Comingle Series 37 + 2 Yd: Drop-Frame Semi-Auto Side Loader, dual bucket, 3-Axle configuration		
CH01	McNeilus: StreetForce 20: 20-Yd Automated Side Loader		
CH02	McNeilus: StreetForce 22: 22-Yd Automated Side Loader		
CH03	McNeilus: StreetForce 26: 26-Yd Automated Side Loader		
CH04	McNeilus: Z-Rad Series: 22-Yd, Automated Side Loader, Full Eject		
CH05	McNeilus: Z-Rad Series: 26-Yd, Automated Side Loader, Full Eject		
CH06	McNeilus: Z-Rad Series: 28-Yd, Automated Side Loader, Full Eject		
CI01	New Way: Mamba HB600, 6-Yd High Compaction Side Loader, Fixed Body Configuration		
CI02	New Way: Mamba HB600, 6-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration		
CI03	New Way: Mamba HB800, 8-Yd High Compaction Side Loader, Fixed Body		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
CI04	New Way: Mamba HB800, 8-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration		
CI05	New Way: Mamba HB1000, 10-Yd High Compaction Side Loader, Fixed Body Configuration		
CI06	New Way: Mamba HB1000, 10-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration		
CI07	New Way: Mamba HB600, 6-Yd High Compaction Automated Side Loader		
CI08	New Way: Mamba HB800, 8-Yd High Compaction Automated Sideloader		
CI09	New Way: Mamba HB1000, 10-Yd High Compaction Automated Side Loader		
CI10	New Way: Sidewinder, 14-Yd High Compaction Automated Side Loader		
CI11	New Way: Sidewinder XTR, 21-Yd High Compaction Automated Side Loader		
CI12	New Way: Sidewinder XTR, 23-Yd High Compaction Automated Side Loader		
CI13	New Way: Sidewinder XTR 25-Yd High Compaction Automated Side Loader		
CI14	New Way: Sidewinder XTR 27-Yd High Compaction Automated side Loader		
CI15	New Way: Sidewinder XTR 29-Yd High Compaction Automated Side Loader		
CI16	New Way: Sidewinder XTR 31-Yd High Compaction Automated Side Loader		
CI17	New Way: Sidewinder XTR 33 -Yd High Compaction Automated Side Loader		
CJ01	Pak-Mor: HLR24: 24-Yd, Mid Compaction Commercial Side Loader		
CJ02	Pak-Mor: HLR29: 29-Yd, Mid Compaction Commercial Side Loader		
CJ03	Pak-Mor: HLR33: 33-Yd, Mid Compaction Commercial Side Loader		
CJ04	Pak-Mor: HLRC32: 32-Yd, High Compaction Commercial Side Loader		
CJ05	Pak-Mor: HLRC34: 34-Yd, High Compaction Commercial Side Loader		
CK01	Pendpac: <b>to be determined</b>		
CL01	Southwestern Equip. Co: Challenger Series 20-Yd: Automated Side Loader		
CL02	Southwestern Equip. Co: Challenger Series 25-Yd: Automated Side Loader		
CL03	Southwestern Equip. Co: Challenger Series 30-Yd: Automated Side Loader		
CL04	Southwestern Equip. Co.: Challenger Series 33-Yd: Automated Side Loader		
CL05	Southwestern Equip. Co.: Champion Series 32-Yd: High Compaction, Automated Side Loader, In-Cab Hydraulics		
CL06	Southwestern Equip. Co: Champion Series 36-Yd: High Compaction, Automated Side Loader, In-Cab Hydraulics		
<b>D: Recycler Bodies</b>			
DA01	G&H:R9020-02 20 Yd: Dual Compartment, Split Body Rear Loading Recycler		
DA02	G&H:R9020-03 20 Yd: Three Compartment, Split Body Rear Loading Recycler		
DA03	G&H:R9025-02 25 Yd: Dual Compartment, Split Body Rear Loading Recycler		
DA04	G&H:R9025-03 25 Yd: Three Compartment, Split Body Rear Loading Recycler		
DA05	G&H:R9030-02 30 Yd: Dual Compartment, Split Body Rear Loading Recycler		
DA06	G&H:R9030-03 30 Yd: Three Compartment, Split Body Rear Loading Recycler		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
DB01	<b>GS Products:</b> GS5035: 35-yd., dual side, top loading recycling body; 2-compartment; 2-axle configuration.		
DB02	<b>GS Products:</b> GS5038S: 38-yd., single side, top loading recycling body; 2-compartment; 2-axle configuration.		
DB03	<b>GS Products:</b> GS5038D: 38-yd., dual side, top loading recycling body; 2-compartment; 2-axle configuration.		
DB04	<b>GS Products:</b> GS5042S: 42-yd., single side, top loading recycling body; 2-compartment; 2-axle configuration.		
DB05	<b>GS Products:</b> GS5735D: 35-yd., dual side, top loading recycling body with hydraulic body divider; 2-compartment; 2-axle configuration.		
DB06	<b>GS Products:</b> GS5738S: 38-yd., single side, top loading recycling body with hydraulic body divider; 2-compartment; 2-axle configuration.		
DB07	<b>GS Products:</b> GS5738D: 38-yd., dual side, top loading recycling body with hydraulic body divider; 2-compartment; 2-axle configuration.		
DB08	<b>GS Products:</b> GS5742S: 42-yd., single side, top loading recycling body with hydraulic body divider; 2-compartment; 2-axle configuration.		
DB09	<b>GS Products:</b> GS5744D: 44-yd., dual side, top loading recycling body with hydraulic body divider; 2-compartment; 3-axle configuration.		
DB10	<b>GS Products:</b> GS5750S: 50-yd., single side, top loading recycling body with hydraulic body divider; 2-compartment; 3-axle configuration.		
DB11	<b>GS Products:</b> MP8229: 29-Yd, 2-compartment compaction style, full eject, 29 yd. split body, bucket style side loader; dual buckets, 3-axle configuration.		
DC01	<b>Heil: Formula 4060:</b> 20-yd, Split Body, Dual Compartment, 40-60 Rear Loader-Recycler		
DC02	<b>Heil: Formula 4060:</b> 20-yd, Split Body, Dual Compartment, 40-60 Rear Loader-Recycler		
DD01	<b>Kann:</b> Trough Loader: 4-Container Including Plastics Compactor Trough Side Dump Recycler; Containers 5.0 Yd - 10.2 Yd.		
DD02	<b>Kann:</b> Trough Loader 4-Container Trough Side Dump Recycler; Containers 5.0 Yd. - 10.2 Yd.		
DD03	<b>Kann:</b> Versa-Haul: 20' Multiple Compartment Aluminum Hard Top End Dump Recycle Body (Offeror shall include with Form-E options: differential pricing for trailer-mounted versions and other lengths)		
DD04	<b>Kann:</b> Side Dump: 5-Container Including Plastics Compactor Manual Load Side Dump Recycler; Hoppers: 2.8 Yd- 7.6 Yd (Offeror Shall include with Form-E options: differential pricing for two and three section bin configurations)		
DD05	<b>Kann:</b> Side Dump: 5-Container Manual Load Side Dump Recycler; Hoppers: 2.8 Yd - 7.6 Yd (Offeror Shall include with Form-E options: differential pricing for two and three section bin configurations)		
DD06	<b>Kann:</b> Pack Master series, 16 Yd: Dual Compartment, Split Body Rear Loader		
DD07	<b>Kann:</b> Pack Master series, 20 Yd: Dual Compartment, Split Body Rear Loader		
DD08	<b>Kann:</b> Pack Maser series, 25 Yd: Dual Compartment, Split Body Rear Loader		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
DD09	<b>Kann:</b> 35 Yd: Single Side, Top Load, Up & Over; 2 compartment		
DD10	<b>Kann:</b> 35 Yd: Dual Side, Top load, Up & Over, 2 compartment		
DD11	<b>Kann:</b> SDD (Curb Master series): side dump dock truck: 3 container max capacity, with full length tipper; loading: side or rear, ground or raised platform; container: 5.0 yds (Offeror shall include with Form-E options: differential, upgrade prices for larger containers)		
DE01	<b>Labrie:</b> Top Select 1000 Series: 35-Yd, 7-Compartment Recycler, single bucket, stationary partition, 2-Axle Configuration		
DE02	<b>Labrie:</b> Top Select 1000 Series: 42-Yd, 7-Compartment Recycler, single bucket, stationary partition, 2-Axle Configuration		
DE03	<b>Labrie:</b> Top Select 1000 Series: 44-Yd, 7-Compartment Recycler, single bucket, stationary partition, 2-Axle Configuration		
DE04	<b>Labrie:</b> Top Select 1000 Series: 48-Yd, 7-Compartment Recycler, single bucket, stationary partition, 2-Axle Configuration		
DE05	<b>Labrie:</b> Top Select 1000 - Maximum Partition: 35-Yd, 2-Compartment Recycler, single bucket, moveable partition, 2-axle configuration		
DE06	<b>Labrie:</b> Top Select 1000 - Maximum Partition: 42-Yd, 2-Compartment Recycler, single bucket, moveable partition, 2-axle configuration		
DE07	<b>Labrie:</b> Top Select 1000 - Maximum Partition: 44-Yd, 2-Compartment Recycler, single bucket, moveable partition, 3-axle configuration		
DE08	<b>Labrie:</b> Top Select 1000 - Maximum Partition: 48-Yd, 2-Compartment Recycler, single bucket, moveable partition, 3-axle configuration		
DE09	<b>Labrie:</b> Top Select 2000: 31-Yd, 2-Compartment Recycler, Single Bucket, Stationary Partition, Dual Buckets, 2-Axle Configuration		
DE10	<b>Labrie:</b> Top Select 2000: 38-Yd, 2-Compartment Recycler, Single Bucket, Stationary Partition, Dual Buckets, 2-Axle Configuration		
DE11	<b>Labrie:</b> Top Select 2000: 39-Yd, 2-Compartment Recycler, Single Bucket, Stationary Partition, Dual Buckets, 3-Axle Configuration		
DE12	<b>Labrie:</b> Top Select 2000: 42-Yd, 2-Compartment Recycler, Single Bucket, Stationary Partition, Dual Buckets, 3-Axle Configuration		
DE13	<b>Labrie:</b> Top Select 2000: 46-Yd, 2-Compartment Recycler, Single Bucket, Stationary Partition, Dual Buckets, 3-Axle Configuration		
DE14	<b>Labrie:</b> Top Select 2000 - Maximum Partition: 31-Yd, 2-Compartment Recycler, Moveable Partition, Dual Buckets, 2-Axle Configuration		
DE15	<b>Labrie:</b> Top Select 2000 - Maximum Partition: 38-Yd, 2-Compartment Recycler, Moveable Partition, Dual Buckets, 2-Axle Configuration		
DE16	<b>Labrie:</b> Top Select 2000 - Maximum Partition: 39-Yd, 2-Compartment Recycler, Moveable Partition, Dual Buckets, 3-Axle Configuration		
DE17	<b>Labrie:</b> Top Select 2000 - Maximum Partition: 42-Yd, 2-Compartment Recycler, Moveable Partition, Dual Buckets, 3-Axle Configuration		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
DE18	Labrie: Top Select 2000 - Maximum Partition: 46-Yd, 2-Compartment Recycler, Moveable Partition, Dual Buckets, 3-Axle Configuration		
DF01	Pak-Mor: RDG120B: 6-Yd/11-Yd Dual Chamber Rear Loader Recycler Body		
DF02	Pak-Mor: RDG125B: 9-Yd/14-Yd Dual Chamber Rear Loader Recycler Body		
DF03	Pak-Mor: RDG130B: 11-Yd/16-Yd Dual Chamber Rear Loader Recycler Body		
<b><i>E: Bulk Waste Grapples</i></b>			
EA01	Brush Hawg: G-2200A: Bulk Trash/Limb Grapple Loader; 20-Ft; Forward Chassis-Mounted Telescoping Boom; Shuttle trailer applications; Enclosed (weatherproof), upper turret operator cab; 3250# lift capacity @ 21'10"; 4-way adjustable stabilizers; two (2) 3-axis proportional, electronic joystick; 48"X60" bucket; huck-bolted frame attachment		
EA02	Brush Hawg: G-2200B: Bulk Trash/Limb Grapple Loader; 18-Ft; Forward Chassis-Mounted Telescoping Boom; Tapered dump body; 26-Yd capacity; Dual operator stations; Manual operation controls; No walk-thru; 4-way adjustable stabilizers; 3250# lift capacity @ 21'10"; 4-way adjustable stabilizers; 48"X60" bucket; huck-bolted frame attachment		
EA03	Brush Hawg: G-2224B: Bulk Trash/Limb Grapple Loader; 18-Ft; Forward Chassis-Mounted Telescoping Boom; Tapered dump body; 26-Yd capacity; Dual operator stations; Fixed manual operation controls; 24" cab-boom body walk-thru; 4-way adjustable stabilizers; 3250# lift capacity @ 21'10"; 4-way adjustable stabilizers; 48"X60" bucket; huck-bolted frame attachment		
EB01	Lemco: Model 7000 brush & limb loader: 20'6", 3500 lb. boom lift capacity@ 20'; PTO; top-mounted operator station; 20' fixed bed, non dumping		
EB02	Lemco: Model 7000 brush & limb loader: 20' 6", 3500 lb. boom lift capacity@ 20'; PTO; top monted operator station; 20' dumping bed.		
EB03	Lemco: Model 8000 brush & limb loader: 20' 6", 4000 lb. boom lift capacity @20'; PTO; top-mounted operator station; 20' fixed bed, non dumping.		
EB04	Lemco: Model 8000 brush & limb loader: 20' 6" boom lift capacity 4,000# @20'; PTO; top-mounted operator station; 20' dumping bed.		
EC01	Pac-Mac: KBF-2: 20-Yd Bulk Trash Grapple Loader Body; 17-Ft, Forward Chassis-Mounted Fixed Boom (Side Retrieval); 1700-Lb Lift Capacity @ Full Extension; Gravity Dump; A-Style Outriggers		
EC02	Pac-Mac: KBF-18H: 25-Yd Bulk Trash Grapple Loader Body; 18-Ft, Forward Chassis-Mounted Fixed Boom (Side Retrieval); 3000-Lb Lift Capacity @ Full Extension; Gravity Dump; H-Style Outriggers		
EC03	Pac-Mac: KBF-20H: 24-Yd Bulk Trash Grapple Loader Body; 20-Ft,(16' fixed boom, 4' extend) Forward Chassis-Mounted Fixed Boom (Side Retrieval); 3000-Lb Lift Capacity @ Full Extension; Gravity Dump; H-Style Outriggers		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
EC04	<b>Pac-Mac:</b> KBF-20H: 25-Yd Bulk Trash Grapple Loader Body; 20-Ft,(16' fixed boom, 4' extend) Forward Chassis-Mounted Fixed Boom (Side Retrieval); 3000-Lb Lift Capacity @ Full Extension; Gravity Dump; H-Style Outriggers		
EC05	<b>Pac-Mac:</b> KBF-20H: 30-Yd Bulk Trash Grapple Loader Body; 22-Ft,(18' fixed boom, 4' extend) Forward Chassis-Mounted Fixed Boom (Side Retrieval); 2500-Lb Lift Capacity @ Full Extension; Gravity Dump; H-Style Outriggers		
EC06	<b>Pac-Mac:</b> KBF-20H-RO-CN Bulk Trash Grapple Loader Roll-Off Application Crows Nest Operator Station; 20-Ft,(16' fixed boom, 4' extend) Forward Chassis-Mounted Fixed Boom (Side Retrieval); 3000-Lb Lift Capacity @ Full Extension; H-Style Outriggers		
EC07	<b>Pac-Mac:</b> KBF-222A: Bulk Trash Grapple; 22-Ft, Forward Chassis-Mounted Fixed Boom (Side Retrieval); 2500-Lb Lift Capacity @ 'Full Extension; A-Style outriggers		
EC08	<b>Pac-Mac:</b> KBF-225A: Bulk Trash Grapple; 25-Ft (22' fixed boom, 3' telescoping extend), Forward Chassis-Mounted Fixed Boom (Side Retrieval); 2500-Lb Lift Capacity @ 22'; A-Style outriggers		
EC09	<b>Pac-Mac:</b> KBF-222A: 40 YD Bulk Trash Grapple Loader Body; 22-Ft, Forward Chassis-Mounted Fixed Boom (Side Retrieval); 3000-Lb Lift Capacity @ 'Full Extension; A-Style outriggers		
EC10	<b>Pac-Mac:</b> KBF-225A: 40 YD Bulk Trash Grapple Loader Body; 25-Ft (22' fixed boom, 3' telescoping extend), Forward Chassis-Mounted Fixed Boom (Side Retrieval); 2500-Lb Lift Capacity @ 22'; A-Style outriggers		
EC11	<b>Pac-Mac:</b> KBF-222H RO: Bulk Trash Grapple Roll-Off Application Crows Nest Operator Station; 22-Ft, Forward Chassis-Mounted Fixed Boom (Side Retrieval); 3000-Lb Lift Capacity @ 'Full Extension; H-Style outriggers		
EC12	<b>Pac-Mac:</b> SKBR-20H-F: Bulk Trash Grapple Loader For Shuttle Applications With Trailer; 20-Ft,(16' fixed boom, 4' extend) Rear Chassis-Mounted Fixed Boom (Side Retrieval); 3000-Lb Lift Capacity @ Full Extension; H-Style Outriggers		
EC13	<b>Pac-Mac:</b> SKBR-222H-R: Bulk Trash Grapple Loader For Shuttle Applications With Trailer; 22-Ft, Fixed Boom Rear Chassis-Mounted Fixed Boom (Side Retrieval); 2500-Lb Lift Capacity @ Full Extension; H-Style Outriggers		
ED01	<b>Palfinger/American Hawk:</b> Model 1150TL Bulk Waste Crane: Stand-Up Operation Trash Grapple Crane Unit; Work platform; 70,000 ft-lb. capacity; A-Outriggers; 18-22 ft. Telescopic Boom; 48 in. Grapple w/ continuous rotation		
ED02	<b>Palfinger/American Hawk</b> Bulk Waste Crane: Model 1150TL: Top seat operation; 70,000 ft-lb. capacity; A-Outriggers; 18-22 ft. Telescopic Boom; 48 in. Grapple w/ continuous rotation; Folding Top Seat w/ Controls.		
EE01	<b>Petersen:</b> RS-3: Rear Steer Bulk Trash Grapple; Separate Haul Truck Applications; 20-Ft Telescoping, Rear Chassis-Mounted Boom; Enclosed Cab with Joystick Controls and Driving Controls; 1725-Lb Lift Capacity @ Full Extension Over Side On Tires/8420-Lb @ Full Extension Over Rear On Outriggers; Suspension Locks		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
EE02	<b>Petersen:</b> RL-3: Bulk Trash Grapple; Attached Trailer/Separate Haul Truck Applications; 20-Ft Telescoping, Rear Chassis-Mounted Boom; 1800-Lb Lift Capacity @ Full Extension Over Side/7100-Lb @ 10-Ft Over Rear; Dual Walk-Thru Mechanical Controls		
EE03	<b>Petersen:</b> TL-3 24-Yd: Bulk Trash Grapple Loader Body; 20-Ft Telescoping, Mid Chassis-Mounted Boom (Side Retrieval); 3200-Lb Lift Capacity @ Full Extension/7100-Lb @ 10-Ft; Gravity Dump; 16-Ton Scissor Hoist; Dual Walk-Thru Mechanical Controls		
EE04	<b>Petersen:</b> TL-3 30-Yd: Bulk Trash Grapple Loader Body; 20-Ft Telescoping; Mid Chassis-Mounted Boom (Side Retrieval); 3200-Lb Lift Capacity @ Full Extension/7100-Lb @ 10-Ft; Gravity Dump; 23-Ton Scissor Hoist; Dual Walk-Thru Mechanical Controls		
EE05	<b>Petersen:</b> DL-3 40-Yd: High Volume Bulk Trash Grapple Loader Body; 24-Ft Telescoping, Mid Chassis-Mounted Boom (Side Retrieval); 3200-Lb Lift Capacity @ Full Extension/7100-Lb @ 10-Ft; Gravity Dump; Stationary Top Mount Mechanical Joystick Controls; 35-Ton Telescopic Hoist		
EE06	<b>Petersen:</b> DL-3 45-Yd: High Volume Bulk Trash Grapple Loader Body; 20-Ft Telescoping, Mid Chassis-Mounted Boom (Side Retrieval); 3200-Lb Lift Capacity @ Full Extension/7100-Lb @ 10-Ft; Gravity Dump; Stationary Top Mount Mechanical Joystick Controls; 35-Ton Telescopic Hoist		
EE07	<b>Petersen:</b> HL-3: 24-Yd Skid Mounted Bulk Trash Grapple Loader Body; Existing Hooklift Truck Mounting Applications; 20-Ft Telescoping Boom; Forward Hopper-Body Mounted Boom; 3200-Lb Lift Capacity @ Full Extension/7100-Lb @ 10-Ft; Gravity Dump; 20-Ton Telescopic Hoist; Dual Walk-Thru Mechanical Controls		
EE08	<b>Petersen:</b> PL-3: 24-Yd Skid Mounted Bulk Trash Grapple Loader Body; Rolloff Truck Mounting Applications; 20-Ft Telescoping, Forward Hopper Body-Mounted Boom; 3200-Lb Lift Capacity @ Full Extension/7100-Lb @ 10-Ft; Gravity Dump Using Rolloff Hoist; Dual-Walk Thru Mechanical Controls		
EE09	<b>Petersen:</b> BL-3: Bulk Trash Grapple; Existing Rolloff Container Applications; 20-Ft Telescoping; Mid-Chassis Mounted Boom; 3200-Lb Lift Capacity @ Full Extension/7100-Lb @ 10-Ft; Dual Walk-Thru Mechanical Controls		
EF01	<b>Serco:</b> Model 4500: Solid Waste / Tree Service Grapple: 17' boom; 4402# Lift Capacity @ 10' / 2961# Lift Capacity @ Full Extension; Elevated, Boom-Mounted Operator Station; Outriggers		
EF02	<b>Serco:</b> Model 7000: Log Loader / Tree Service Grapple: 20' boom; 7000# Lift Capacity @ 10' / 3300# Lift Capacity @ Full Extension; Elevated, Boom-Mounted Operator Station; Outriggers		
EF03	<b>Serco:</b> Model 7500: Log Loader / Tree Service Grapple: 22' boom; 7500# Lift Capacity @ 10' / 3308# lift capacity @ full extension; Elevated, Boom-Mounted Operator Station; Outriggers		
EF04	<b>Serco:</b> Model 8000: Log Loader / Tree Service Grapple: 20' boom; 8000# Lift Capacity @ 10' / 4266# lift capacity @ full extension; Elevated, Boom-Mounted Operator Station; Outriggers		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
EF05	Serco: Model 8500: Log Loader / Tree Service Grapple: 22' boom; 8500# Lift Capacity @ 10' / 4526# lift capacity @ full extension; Elevated, Boom-Mounted Operator Station; Outriggers		
EF06	Serco: Model 270: Solid Waste / Tree Service Grapple: Configuration: truck-mounted applications; 32' boom; 8885# lift capacity @ full extension; Outriggers (offeror shall include with Form-E options: differential pricing for stationary and self-propelled configurations)		
<b>F: Hoists: Roll-Off Container Cable Hoists, Hook Hoists, and Miscellaneous</b>			
FA01	G&H: 1200: 30,000 Lb. Capacity Roll-Off Hoist, 5" Reeving & Lift Cylinders		
FA02	G&H: 1200: 30,000 Lb. Capacity Roll-Off Hoist, 5" Reeving & Lift Cylinders		
FA03	G&H: 1350: 50,000 lb. Capacity Roll-Off Hoist, with 6" Reeving & Lift Cylinders		
FA04	G&H: 1500: 60,000 lb. Capacity Roll-Off Hoist, with 6" Reeving & Lift Cylinders		
FA05	G&H: 1560: 75,000 lb. Capacity Roll-Off Hoist, with 7" Reeving & Lift Cylinders		
FA06	G&H: 1580: 80,000 lb. Capacity Roll-Off Hoist, with 8" Reeving & Lift Cylinders		
FB01	Galbreath: Classic Series, Model U2-EX-119: 20000# Capacity Extendable Tail Cable Hoist, 51-Degree Dump		
FB02	Galbreath: Classic Series, Model U2-EX-138: 25000# Capacity Extendable Tail Cable Hoist, 51-Degree Dump		
FB03	Galbreath: Classic Series, Model U-EX-156: 30000# Capacity Extendable Tail Cable Hoist, 54-Degree Dump		
FB04	Galbreath: Classic Series, Model U4-EX-174: 50000# Capacity Extendable Tail Cable Hoist, 47-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB05	Galbreath: Classic Series, Model U5-EX-174: 60000# Capacity Extendable Tail Cable Hoist, 47-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB06	Galbreath: Classic Series, Model U2-OR-138: 25000# Capacity Outside Rail Cable Hoist, 51-Degree Dump		
FB07	Galbreath: Classic Series, Model U3-OR-156: 30000# Capacity Outside Rail Cable Hoist, 51-Degree Dump		
FB08	Galbreath: Classic Series, Model U4-OR-156: 50000# Capacity Outside Rail Cable Hoist, 47-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB09	Galbreath: Classic Series, Model U5-OR-174: 60000# Capacity Outside Rail Cable Hoist, 47-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB10	Galbreath: Classic Series, Model U75-OR-174: 75000# Capacity Outside Rail Cable Hoist, 47-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
FB11	<b>Galbreath:</b> Classic Series, Model U3-IO-156: 30000# Capacity Inside-Outside Rail Cable Hoist, 51-Degree Dump		
FB12	<b>Galbreath:</b> Classic Series, Model U5-IO-174: 60000# Capacity Inside-Outside Rail Cable Hoist, 47-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB13	<b>Galbreath:</b> Classic Series, Model U75-IO-174: 75000# Capacity Inside-Outside Rail Cable Hoist, 47-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer		
FB14	<b>Galbreath:</b> Classic Series, Model U3-HH-138: 30000# Capacity Deadlift Cable Hoist, 51-Degree Dump		
FB15	<b>Galbreath:</b> Classic Series, Model U4-HH-156: 40000# Capacity Deadlift Cable Hoist, 48-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB16	<b>Galbreath:</b> Classic Series, Model U5-HH-156, 50000# Capacity Deadlift Cable Hoist, 48-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB17	<b>Galbreath:</b> Classic Series, Model U5-HH-174: 50000# Capacity Deadlift Cable Hoist, 48-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB18	<b>Galbreath:</b> Revolution Series, Model REV50-OR-22: 10" Mainframe (No Subframe), 50000# Capacity Outside Rail Cable Hoist (Bidder shall include with Form-E options pricing: upgrades for longer length configurations and "OX" versions)		
FB19	<b>Galbreath:</b> Revolution Series, Model REV60-OR-22: 10" Mainframe (No Subframe), 60000# Capacity Outside Rail Cable Hoist (Bidder shall include with Form-E options pricing: upgrades for longer length configurations and "OX" versions)		
FB20	<b>Galbreath:</b> Model U9-HK-84: Light Duty Hook Loader Hoist, 9000# Capacity, 8-10' Container Capability, 113" Length, 51-Degree Dump (10' containers), 84" Min CTA		
FB21	<b>Galbreath:</b> Model U9-HK-120: Light Duty Hook Loader Hoist, 9000# Capacity, 10-12' Container Capability, 144" Length, 46-Degree Dump (12' containers), 120" Min CTA		
FB22	<b>Galbreath:</b> Model U13-HK-120: Medium Duty Hook Loader Hoist, 13000# Capacity, 12-14' Container Capability, 147" Length, 48-Degree Dump (14' containers), 120" Min CTA		
FB23	<b>Galbreath:</b> Model U13-HK-132: Medium Duty Hook Loader Hoist, 13000# Capacity, 14-16' Container Capability, 171" Length, 40-Degree Dump (16' containers), 132" Min CTA		
FB24	<b>Galbreath:</b> Model U20-DPHK-120: Medium Duty Double Pivot Hook Hoist, 20,000# capacity, 10'-14' container capacity, 130" length, 61 degree dump (12' container), 120" min CTA		
FB25	<b>Galbreath:</b> Model U20-DPHK-144: Medium Duty Double Pivot Hook Hoist, 20,000# capacity, 12'-16' container capacity, 153" length, 46 degree dump (14' container), 144" min CTA		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
FB26	<b>Galbreath:</b> Model U4/U5-DPHK-176: Heavy Duty Double Pivot Hook Hoist, 20,000# capacity, 16'-20' container capacity, 213" length, 58 degree dump (18' container), 176" min CTA; hook height; 54"		
FB27	<b>Galbreath:</b> Model U20-HK-120: Medium Duty Hook Loader Hoist, 20000# Capacity, 12-14' Container Capability, 147" Length, 46-Degree Dump (14' containers), 120" min CTA		
FB28	<b>Galbreath:</b> Model U20-HK-132: Medium Duty Hook Loader Hoist, 20000# Capacity, 14-16' Container Capability, 171" Length, 38-Degree Dump (16' containers), 132" min CTA		
FB29	<b>Galbreath:</b> Model U3-DPHK-176: Medium Duty Double Pivot Hook Hoist, 30,000# capacity, 14'-18' container capacity, 204" length, 57 degree dump (16' container), 176" min CTA (single axle truck design)		
FB30	<b>Galbreath:</b> Model U3-DPHK-160: Medium Duty Double Pivot Hook Hoist, 30,000# capacity, 14'-18' container capacity, 204" length, 57 degree dump (16' container), 176" min CTA (tandem axle truck design)		
FB31	<b>Galbreath:</b> Model U30-HK-138: Heavy Duty Hook Loader Hoist, 30000# Capacity, 14-16' Container Capability, 170" Length, 59-Degree Dump (16' containers), 138" min CTA		
FB32	<b>Galbreath:</b> Model U30-HK-156: Heavy Duty Hook Loader Hoist, 30000# Capacity, 16-18' Container Capability, 194" Length, 46-Degree Dump (18' containers), 156" min CTA		
FB33	<b>Galbreath:</b> Model U30-HK-176: Heavy Duty Hook Loader Hoist, 30000# Capacity, 18-20' Container Capability, 218" Length, 39-Degree Dump (20' containers), 176" min CTA		
FB34	<b>Galbreath:</b> Model U4/U5-DPHK-200: Heavy Duty Double Pivot Hook Hoist, 40,000# capacity, 18'-22' container capacity, 237" length, 49 degree dump (20' container), 200" min CTA; hook height; 54"		
FB35	<b>Galbreath:</b> Model U5-DPHK-224: Heavy Duty Double Pivot Hook Hoist, 50,000# capacity, 20'-24' container capacity, 259" length, 49 degree dump (22' container), 224" min CTA		
FB36	<b>Galbreath:</b> Model U5-HK-176: Heavy Duty Hook Loader Hoist, 50000# Capacity, 16-20' Container Capability, 213" Length, 58-Degree Dump, 176" Min CTA		
FB37	<b>Galbreath:</b> Model U5-HK-200: Heavy Duty Hook Loader Hoist, 50000# Capacity, 18-22' Container Capability, 237" Length, 58-Degree Dump, 200" Min CTA		
FB38	<b>Galbreath:</b> Model U6-DPHK-224: Heavy Duty Double Pivot Hook Hoist, 60,000# capacity, 20'-24 container capacity, 259" length, 49 degree dump (22' container), 224" min CTA		
FB39	<b>Galbreath:</b> Model U6-HK-176: Heavy Duty Hook Loader Hoist, 60000# Capacity, 16-20' Container Capability, 213" Length, 58-Degree Dump, 176" min CTA		
FB40	<b>Galbreath:</b> Model U6-HK-200: Heavy Duty Hook Loader Hoist, 60000# Capacity, 18-22' Container Capability, 237" Length, 58-Degree Dump, 200" min CTA		
FB41	<b>Galbreath:</b> Model A5-EX-250: Cable Loader Extendible Tail Trailer Hoist, 60000# Capacity, 24-30' Container Capability, 338" Length, 50-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
FB42	<b>Galbreath:</b> Model A5-OR-250: Cable Loader Outside Rail Trailer Hoist, 60000# Capacity, 24-30' Container Capability, 338" Length, 50-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FB43	<b>Galbreath:</b> Model A5-IO-250: Cable Loader Inside-Outside Rail Trailer Hoist, 60000# Capacity, 24-30' Container Capability, 338" Length, 50-Degree Dump (Bidder shall include with Form-E options pricing: upgrades for longer length configurations)		
FC01	<b>Palfinger:</b> Model HAS-100-84-36 hooklift: 10,000 lb. Capacity, 36" Hook Height, Single Pivot Low Dump, Dual Lift Cylinders, Outside & Inside Controls, Sliding Jib, Bumper, LED Lights, Fenders (10' to 12' Container Lengths; 84" CTA required)		
FC02	<b>Palfinger:</b> Model HAS-100-108-36 hooklift: 10,000 lb. Capacity, 36" Hook Height, Single Pivot Low Dump, Dual Lift Cylinders, Outside & Inside Controls, Sliding Jib, Bumper, LED Lights, Fenders (11' to 13' Container Lengths; 108" CTA required)		
FC03	<b>Palfinger:</b> Model HAS-100-84-F550 hooklift: 10,000 lb. Capacity, 36" Hook Height, Single Pivot Low Dump, Dual Lift Cylinders, Outside & Inside Controls, Sliding Jib, Bumper, LED Lights, Fenders (10' to 12' Container Lengths; 84" CTA required)		
FC04	<b>Palfinger:</b> Model HAS-150-108-36 hooklift: 15,000 lb. Capacity, 36" Hook Height, Single Pivot Low Dump, Dual Lift Cylinders, Outside & Inside Controls, Sliding Jib, Bumper, LED Lights, Fenders (12' to 14' Container Lengths; 108" to 120" CTA required)		
FC05	<b>Palfinger:</b> Model HAS-204-120-36 hooklift: 20,000 lb. Capacity, 36" Hook Height, Single Pivot Low Dump, Dual Lift Cylinders, Outside & Inside Controls, Sliding Jib, Bumper, LED Lights, Fenders (12' to 14' Container Lengths; 108" to 120" CTA required)		
FC06	<b>Palfinger:</b> Model HAS-200-130-54 hooklift: 20,000 lb. Capacity, 54" Hook Height, Single Pivot Low Dump, Dual Lift Cylinders, Outside & Inside Controls, Sliding Jib, Bumper, LED Lights, Fenders (14' to 16' Container Lengths; 120" to 130" CTA Required)		
FC07	<b>Palfinger</b> Hooklift: Model HAS-200-140-54, 20,000 lb. Capacity, 54" Hook Height, Single Pivot Low Dump, Dual Lift Cylinders, Outside & Inside Controls, Sliding Jib, Bumper, LED Lights, Fenders, 14' to 16' Container Lengths. 130" to 140" CTA required		
FC08	<b>Palfinger:</b> Model HAD-129-84-36 hooklift: 12,000 lb. Capacity, 36" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (10' to 12' Container Lengths; 84" CTA required)		
FC09	<b>Palfinger:</b> Model HAD-129-108-36 hooklift, 12,000 lb. Capacity, 36" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders, (11' to 13' Container Lengths; 108" CTA required)		
FC10	<b>Palfinger:</b> Model HAD-185-120-36 hooklift: 18,500 lb. Capacity, 36" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (12' to 14' Container Lengths; 108" to 120" CTA required)		
FC11	<b>Palfinger:</b> Model HAD-185-120-54 hooklift: 18,500 lb. Capacity, 54" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (12' to 14' Container Lengths; 108" to 120" CTA required)		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	<b>Base Unit Model Descriptions:</b> Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.		OFFERED PRICE
FC12	<b>Palfinger:</b> Model HAD-185-120-36-54 hooklift: 18,500 lb. Capacity, Adjustable 36" to 54" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (12' to 14' Container Lengths; 108" to 120" CTA required)		
FC13	<b>Palfinger:</b> Model HAD-200-120-54 hooklift, 20,000 lb. Capacity, 54" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (12' to 14' Container Lengths; 108" to 120" CTA required)		
FC14	<b>Palfinger:</b> Model HAD-200-140-54 hooklift: 20,000 lb. Capacity, 54" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (14' to 16' Container Lengths; 140" CTA Required)		
FC15	<b>Palfinger:</b> Model HAD-250-140-54 hooklift: 25,000 lb. Capacity, 54" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (14' to 16' Container Lengths; 130" to 140" CTA required)		
FC16	<b>Palfinger:</b> Model HAD-250-168-54 hooklift: 25,000 lb. Capacity, 54" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (16' to 18' Container Lengths; 168" CTA required)		
FC17	<b>Palfinger:</b> Model HAD-300-140-61 hooklift: 30,000 lb. Capacity, 61 3/4" Hook Height, Dual Pivot High Dump, Dual Lift Cylinders, Outside & Inside Controls, Floating/Sliding Jib, Bumper, LED Lights, Fenders (14' to 16' Container Lengths; 130" to 140" CTA required)		
FC18	<b>Palfinger/American Roll-Off:</b> Model ARS-30-18 hoist: 30,000 lb. Capacity (18 ft. Container), Single Axle - 156" CA, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC19	<b>Palfinger/American Roll-Off:</b> Model ARS-30-20 hoist: 30,000 lb. Capacity (20 ft. Container), Single Axle - 168" CA, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC20	<b>Palfinger/American Roll-Off:</b> Model ARL-12-14-108 hoist: 12,000 lb. Capacity (10 to 14 ft. Containers), Single Axle - 108" CA, Outside Rail, Subframe mount, Frt. Container Locks, Outside Controls, Rear Bumper, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC21	<b>Palfinger/American Roll-Off:</b> Model ARL-20-16-120 hoist: 20,000 lb. Capacity (12 to 16 ft. Containers), Single Axle - 120" CA, Outside Rail, Subframe mount, Frt. Container Locks, Outside Controls, Rear Bumper, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC22	<b>Palfinger/American Roll-Off:</b> Model ARO-60-22-XS hoist: 60,000 lb. Capacity, Outside Rail, No Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
FC23	<b>Palfinger/American Roll-Off:</b> Model ARU-60-22-XS hoist: 60,000 lb. Capacity, Inside/Outside Rail, No Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC24	<b>Palfinger/American Roll-Off:</b> Model ARO-75-22-XS hoist: 75,000 lb. Capacity, Outside Rail, No Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC25	<b>Palfinger/American Roll-Off:</b> Model ARU-75-22-XS hoist: 75,000 lb. Capacity, Inside/Outside Rail, No Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC26	<b>Palfinger/American Roll-Off:</b> Model ARO-75-22-XT hoist: 75000 lb. Capacity, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Removable & Replaceable Cylinder Pins, Fenders		
FC27	<b>Palfinger/American Roll-Off:</b> Model ARU-75-22-XT hoist: 75000 lb. Capacity, Inside/Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Removable & Replaceable Cylinder Pins, Fenders		
FC28	<b>Palfinger/American Roll-Off:</b> Model ARO-60-22-IC hoist: 60,000 lb. Capacity, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC29	<b>Palfinger/American Roll-Off:</b> Model ARO-75-22-IC hoist: 75,000 lb. Capacity, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC30	<b>Palfinger/American Roll-Off:</b> Model ARO-60-22-IC-TRI hoist: 60,000 lb. Capacity, Tri-Axle Mount Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC31	<b>Palfinger/American Roll-Off:</b> Model ARO-75-22-IC-TRI hoist: 75,000 lb. Capacity, Tri-Axle Mount, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC32	<b>Palfinger/American Roll-Off:</b> Model ARU-60-22-IC hoist: 60,000 lb. Capacity, Inside/Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	<b>Base Unit Model Descriptions:</b> Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.		OFFERED PRICE
FC33	<b>Palfinger/American Roll-Off:</b> Model ARU-75-22-IC hoist: 75,000 lb. Capacity, Inside/Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC34	<b>Palfinger/American Roll-Off:</b> Model ARU-60-22-IC-TRI hoist: 60,000 lb. Capacity, Tri-Axle Mount Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC35	<b>Palfinger/American Roll-Off:</b> Model ARU-75-22-IC-TRI hoist: 75,000 lb. Capacity, Tri-Axle Mount, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC36	<b>Palfinger/American Roll-Off:</b> Model ARE-60-20-IC (20 ft. Container) hoist: 60,000 lb. Capacity, Extendable Tail, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC37	<b>Palfinger/American Roll-Off:</b> Model ARE-60-22-IC (22 ft. Container) hoist: 60,000 lb. Capacity, Extendable Tail, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC38	<b>Palfinger/American Roll-Off:</b> Model ARE-60-20-IC-TRI (20 ft. Container) hoist: 60,000 lb. Capacity, Tri-Axle, Extendable Tail, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC39	<b>Palfinger/American Roll-Off:</b> Model ARE-60-22-IC-TRI (22 ft. Container) hoist: 60,000 lb. Capacity, Tri-Axle, Extendable Tail, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC40	<b>Palfinger/American Roll-Off:</b> Model ARE-75-20-IC (20 ft. Container) hoist: 75,000 lb. Capacity, Extendable Tail, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC41	<b>Palfinger/American Roll-Off:</b> Model ARE-75-22-IC (22 ft. Container) hoist: 75,000 lb. Capacity, Extendable Tail, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC42	<b>Palfinger/American Roll-Off:</b> Model ARE-75-20-IC-TRI (20 ft. Container) hoist: 75,000 lb. Capacity, Tri-Axle, Extendable Tail, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.		OFFERED PRICE
FC43	<b>Palfinger/American Roll-Off:</b> Model ARE-75-22-IC-TRI (22 ft. Container) hoist: 75,000 lb. Capacity, Tri-Axle, Extendable Tail, Outside Rail, Subframe mount, Automatic Frt. Container Locks, Folding ICC Bumper, Outside Controls, Rear Manual Hold Down Winches & Integral Rear Roller, LED Lights, Fenders		
FC44	<b>Palfinger:</b> Hooklift: Model HAD-300-168-61: 30,000 lb. Capacity; 61 3/4" Hook Height; Dual Pivot High Dump; Dual Lift Cylinders; Outside & Inside Controls; Floating/Sliding Jib; Bumper; LED Lights; Fenders( 6' to 18' Container Lengths; 168" CTA Required)		
FC45	<b>Palfinger/American Roll-Off:</b> Model #ACC-80 Front Container Carrier: 8,000 lb. Capacity (2 - 10 Cu. Yd.); Tubular Frame & Subframe; Bolt on 1 1/2" x 48" Heated Forks; Inside & Outside Controls; Fenders (60" minimum CTA; GVWR: 16,000 to 24,000 lb)		
FC46	<b>Palfinger/American Roll-Off:</b> Model #ACC-80S Front Container Carrier: 8,000 lb. Capacity (2 - 10 Cu. Yd.); Load Forward Sliding Unit; Tubular Frame & Subframe; Bolt on 1 1/2" x 48" Heated Forks; Inside & Outside Controls; Fenders (60" minimum CTA; GVWR: 16,000 to 24,000 lb)		
FC47	<b>Palfinger/American Roll-Off</b> Model #ACC-80-R Front Container Carrier: 6,500 lb. Capacity (2 - 10 Cu. Yd.); 360 degree Container Rotator; Tubular Frame & Subframe; Bolt on 1 1/2" x 48" Heated Forks; Inside & Outside Controls; Fenders (60" minimum CTA; GVWR - 16,000 to 24,000 lb)		
FC48	<b>Palfinger/American Roll-Off:</b> Model #ACC-80S-R Front Container Carrier: 6,500 lb. Capacity (2 - 10 Cu. Yd.); 360 degree Container Rotator; Load Forward Sliding Unit; Tubular Frame & Subframe; Bolt on 1 1/2" x 48" Heated Forks; Inside & Outside Controls, Fenders (60" minimum CTA; GVWR: 16,000 to 24,000 lb)		
FD01	<b>Roll-Offs USA:</b> HO6022: 60,000 Lb Capacity Roll Off Hoist; 6" Lift & Reeving Cylinders; 50-Degree Dump Angle		
FD02	<b>Roll-Offs USA:</b> Model HO7522: 75,000 Lb Capacity Roll Off Hoist; 7" Lift & Reeving Cylinders; 50-Degree Dump Angle		
FE01	<b>Wastequip:</b> Accurate Model H60-OR-10, 60,000# capacity, Outside Rail Cable Hoist, up to 52-Degree Dump (Bidder shall include with Form-E options pricing; upgrades for longer length)		
FE02	<b>Wastequip:</b> Accurate Model H60-OR-10, 60,000# capacity, Outside Rail-Extendable Tail Cable Hoist, up to 52-Degree Dump (Bidder shall include with Form-E options pricing; upgrades for longer length.		
FE03	<b>Wastequip:</b> Accurate Model H60-OR-10, 75,000# capacity, Outside Rail Cable Hoist, up to 52-Degree Dump (Bidder shall include with Form-E options pricing; upgrades for longer length.		
FE04	<b>Wastequip:</b> Accurate Model H60-OR-10, 75,000# capacity, Outside Rail Cable Hoist, up to 52-Degree Dump (Bidder shall include with Form-E options pricing; upgrades for longer length.		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
FE05	<b>Wastequip:</b> Accurate Model H60-OR-10, 60,000# capacity, Inside/Outside Rail Cable Hoist, up to 52-Degree Dump (Bidder shall include with Form-E options pricing; upgrades for longer length.		
FE06	<b>Wastequip:</b> AH-OR-60: outside rail hookloader roll-off hoist: tandem axle capability; 60000# lift capability; 52-degree dump angle; Length: 23' 3"		
FE07	<b>Wastequip:</b> AH-IO-60: inside-outside rail hookloader roll-off hoist: tandem axle capability; 60000# lift capability; 52-degree dump angle; Length: 23' 3"		
FE08	<b>Wastequip:</b> AH-OR-75: outside rail hookloader roll-off hoist: tandem axle capability; 75000# lift capability; 52-degree dump angle; Length: 23' 3"		
<b><i>G: Steel Containers: Roll-Off, Rear-Load, Side/Front/Rear-Load</i></b>			
GA01	<b>Roll-Offs USA:</b> COMP Series 20-Yd Rectangle Roll Off: 3/16" Floor; 24" on Center Crossmembers; 12-ga Walls		
GA02	<b>Roll-Offs USA:</b> COMP Series 30-Yd Rectangle Roll Off: 3/16" Floor; 24" on Center Crossmembers; 12-ga Walls		
GA03	<b>Roll-Offs USA:</b> COMP Series 40-Yd Rectangle Roll Off: 3/16" Floor; 24" on Center Crossmembers; 12-ga Walls		
GA04	<b>Roll-Offs USA:</b> STD Series 20-Yd Rectangle Roll Off: 3/16" Floor; 16" on Center Crossmembers; 12-ga Walls		
GA05	<b>Roll-Offs USA:</b> STD Series 30-Yd Rectangle Roll Off: 3/16" Floor; 16" on Center Crossmembers; 12-ga Walls		
GA06	<b>Roll-Offs USA:</b> STD Series 40-Yd Rectangle Roll Off: 3/16" Floor; 16" on Center Crossmembers; 12-ga Walls		
GA07	<b>Roll-Offs USA:</b> HD Series 20-Yd Rectangle Roll Off: 1/4" Floor; 16" on Center Crossmembers; 10-ga Walls		
GA08	<b>Roll-Offs USA:</b> HD Series 30-Yd Rectangle Roll Off: 1/4" Floor; 16" on Center Crossmembers; 10-ga Walls		
GA09	<b>Roll-Offs USA:</b> HD Series 40-Yd Rectangle Roll Off: 1/4" Floor; 16" on Center Crossmembers; 10-ga Walls		
GA10	<b>Roll-Offs USA:</b> COMP Series 20-Yd Bath Tub Roll Off: 3/16" Floor; 24" on Center Crossmembers; 10-ga Walls		
GA11	<b>Roll-Offs USA:</b> COMP Series 30-Yd Bath Tub Roll Off: 3/16" Floor; 24" on Center Crossmembers; 10-ga Walls		
GA12	<b>Roll-Offs USA:</b> COMP Series 40-Yd Bath Tub Roll Off: 3/16" Floor; 24" on Center Crossmembers; 10-ga Walls		
GA13	<b>Roll-Offs USA:</b> STD Series 20-Yd Bath Tub Roll Off: 3/16" Floor; 18" on Center Crossmembers; 10-ga Walls		
GA14	<b>Roll-Offs USA:</b> STD Series 30-Yd Bath Tub Roll Off: 3/16" Floor; 18" on Center Crossmembers; 10-ga Walls		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
GA15	Roll-Offs USA: STD Series 40-Yd Bath Tub Roll Off: 3/16" Floor; 18" on Center Crossmember; 10-ga Walls		
GA16	Roll-Offs USA: HD Series 20-Yd Bath Tub Roll Off: 1/4" Floor; 18" on Center Crossmembers; 3/16" Walls		
GA17	Roll-Offs USA: HD 30-Yd Bath Tub Roll Off: 1/4" Floor; 18" on Center Crossmembers; 3/16" Walls		
GA18	Roll-Offs USA: HD 40-Yd Bath Tub Roll Off: 1/4" Floor; 18" on Center Crossmembers; 3/16" Walls		
GA19	Roll-Offs USA: STD 40-Yd Octagon Receiver: 3/16" Floor; 10-ga Walls		
GA20	Roll-Offs USA: HD 40-Yd Octagon Receiver, 3/16" Floor; 3/16" Walls		
GA21	Roll-Offs USA: FL Series 2-Yd Front Load Container with Plastic Lid		
GA22	Roll-Offs USA: FL Series 3-Yd Front Load Container with Plastic Lid		
GA23	Roll-Offs USA: FL Series 4-Yd Front Load Container with Plastic Lid		
GA24	Roll-Offs USA: FL Series 6-Yd Slant Front Load Container with Plastic Lid		
GA25	Roll-Offs USA: FL Series 6-Yd 2 Door Slant Front Load Container with Plastic Lids		
GA26	Roll-Offs USA: FL Series 8-Yd Slant Front Load Container with Plastic Lid		
GA27	Roll-Offs USA: FL Series 8-Yd 2 Door Slant Front Load Container with Plastic Lids		
GA28	Roll-Offs USA: RL Series 1-Yd Rear Load Container with Plastic Lid		
GA29	Roll-Offs USA: RL Series 2-Yd Rear Load Container with Plastic Lid		
GA30	Roll-Offs USA: RL Series 3-Yd Rear Load Container with Plastic Lid		
GA31	Roll-Offs USA: RL Series 4-Yd Rear Load Container with Plastic Lid		
GA32	Roll-Offs USA: RL Series 4-Yd Rear Load Container with Casters and Plastic Lid		
GA33	Roll-Offs USA: RL Series 6-Yd Rear Load Container with Plastic Lid		
GA34	Roll-Offs USA: RL Series 8-Yd Rear Load Container with Plastic Lid		
GA35	Roll-Offs USA: SL Series 1 1/2 Yd Side Load Container with Plastic Lid		
GA36	Roll-Offs USA: SL Series 2-Yd Side Load Container with Plastic Lid		
GA37	Roll-Offs USA: SL Series 3-Yd Side Load Container with Plastic Lid		
GA38	Roll-Offs USA: SL Series 4-Yd Side Load Container with Plastic Lid		
GB01	Wastequip: Standard duty open top rectangular roll-off: 20 Cu Yd		
GB02	Wastequip: Heavy duty open top rectangular roll-off: 20 Cu Yd		
GB03	Wastequip: Standard duty open top rectangular roll-off: 30 Cu Yd		
GB04	Wastequip: Heavy duty open top rectangular roll-off: 30 Cu Yd		
GB05	Wastequip: Standard duty open top rectangular roll-off: 40 Cu Yd		
GB06	Wastequip: Heavy duty open top rectangular roll-off: 40 Cu Yd		
GB07	Wastequip: Standard Round Bottom Gasketed Rear Door roll-off container 1/4" Floor x 7ga. Walls: 20 Cu Yd		
GB08	Wastequip: Standard Round Bottom Gasketed Rear Door roll-off container 1/4" Floor x 7ga. Walls: 25 Cu Yd		
GB09	Wastequip: Standard Duty Bathtub style roll-off container: 20 Cu Yd		
GB10	Wastequip: Heavy Duty Bathtub style roll-off container: 20 Cu Yd		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
GB11	Wastequip: Standard Duty Bathtub style roll-off container: 30 Cu Yd		
GB12	Wastequip: Heavy Duty Bathtub style roll-off container: 30 Cu Yd		
GB13	Wastequip: Heavy Duty Bathtub style roll-off container: 40 Cu Yd		
GB14	Wastequip: Standard octagonal roll-off Receiver Container: 40 Cu Yd		
GB15	Wastequip: 2 Cu Yd Slant Nestable front-end loader container: 2 pc. Poly lids		
GB16	Wastequip: 2 Cu Yd Heavy Duty Slant Nestable front-end loader container: 2 pc. Poly lids		
GB17	Wastequip: 3 Cu Yd Slant Nestable front-end loader container: 2 pc. Poly lids		
GB18	Wastequip: 3 Cu Yd Heavy Duty Slant Nestable front-end loader container: 2 pc. Poly lids		
GB19	Wastequip: 4 Cu Yd Slant Nestable front-end loader container: 2 pc. Poly lids		
GB20	Wastequip: 4 Cu Yd Heavy Duty Slant Nestable front-end loader container: 2 pc. Poly lids		
GB21	Wastequip: 6-Yd 2-Door front-end loader container: 2pc. Poly Lids		
GB22	Wastequip: 6-Yd 2-Door Heavy Duty front-end loader container, 2 Pc. Poly Lids		
GB23	Wastequip: 8-Yd 2 Door front-end loader container: 2 Pc. Poly Lids		
GB24	Wastequip: 8-Yd 2 Door Heavy Duty front-end loader container: 2 Pc. Poly Lids		
GB25	Wastequip: 2-Yd flat top front-end loader container: 2Pc Poly Lids		
GB26	Wastequip: 2-Yd Heavy Duty flat top front-end loader container: 2Pc Poly Lids		
GB27	Wastequip: 3-Yd flat top front-end loader container: 2 Pc. Poly Lids		
GB28	Wastequip: 3-Yd Heavy Duty flat top front-end loader container: 2 Pc. Poly Lids		
GB29	Wastequip: 4-Yd flat top front-end loader container: 2 Pc. Poly Lids		
GB30	Wastequip: 4-Yd Heavy Duty flat top front-end loader container: 2 Pc. Poly Lids		
GB31	Wastequip: 6-Yd slant front-end loader container: 2Pc. Poly Lids		
GB32	Wastequip: 6-Yd Heavy Duty slant front-end loader container: 2 Pc. Poly Lids		
GB33	Wastequip: 8-Yd slant front-end loader container: 2 Pc. Poly Lids		
GB34	Wastequip: 8-Yd Heavy Duty slant front-end loader container: 2 Pc. Poly Lids		
GB35	Wastequip: 1.5 Yd side loader container: 2pc Poly Lids		
GB36	Wastequip: 2-Yd side loader container: 2 Pc. Poly Lids		
GB37	Wastequip: 3-Yd side loader container: 2 Pc. Poly Lids		
GB38	Wastequip: 4-Yd side loader container: 2 Pc. Poly Lids		
GB39	Wastequip: 4-Yd side loader low profile container: 2 Pc. Poly Lids		
GB40	Wastequip: T-1: 1-Yd rear loader container, 2 casters and Poly lids		
GB41	Wastequip: T-11/2: 1.5 Yd rear loader container, with casters and Poly lids		
GB42	Wastequip: T-2R: 2-Yd rear loader container, with casters and Poly lids		
GB43	Wastequip: T-2S: 2-Yd rear loader container, with caster and Poly lids		
GB44	Wastequip: T-3: 2-Yd rear loader container, with casters and Poly lids		
GB45	Wastequip: T-4S: 4-Yd rear loader container, with casters and Poly lids		
GB46	Wastequip: T-4: 4-Yd rear loader container: no casters and Poly lids		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
<b>H-GAC PRODUCT CODE</b>	<b>Base Unit Model Descriptions:</b> Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.		<b>OFFERED PRICE</b>
<b>GB47</b>	<b>Wastequip:</b> T-6: 6-Yd rear loader container: with Poly lids		
<b>GB48</b>	<b>Wastequip:</b> T-8: 8-Yd rear loader container: with Poly lids		
<b>H: Compactors/Balers</b>			
<b>HA01</b>	<b>Compactor Technology (C-Tec):</b> Apartment Compactor: 67" H x 39" W x 67" L		
<b>HA02</b>	<b>Compactor Technology (C-Tec):</b> ST200 Stationary Compactor: 2 Cu. Yd. Loading Chamber		
<b>HA03</b>	<b>Compactor Technology (C-Tec):</b> ST 300: Stationary Compactor; 3 Cu. Yd. Loading Chamber		
<b>HA04</b>	<b>Compactor Technology (C-Tec):</b> ST 400; Stationary Compactor; 4 Cu. Yd. Loading Chamber		
<b>HA05</b>	<b>Compactor Technology (C-Tec):</b> SC1826: 26 Cu. Yd. Self-Contained Compactor; 19' L x 8' 9" H		
<b>HA06</b>	<b>Compactor Technology (C-Tec):</b> SC2030: 30 Cu. Yd. Self-Contained Compactor; 21' L x 8' 9" H		
<b>HA07</b>	<b>Compactor Technology (C-Tec):</b> SC2234: 34 Cu. Yd. Self-Contained Compactor; 23' L x 8' 9" H		
<b>HA08</b>	<b>Compactor Technology (C-Tec):</b> SC2439: 39 Cu. Yd. Self-Contained Compactor; 25' L x 8' 9" H		
<b>HA09</b>	<b>Compactor Technology (C-Tec):</b> VB 324: Vertical Baler; 20" W x 24" D x 30" H Bale Size		
<b>HA10</b>	<b>Compactor Technology (C-Tec):</b> VB 360: Vertical Baler; 36" W x 24" D x 30" H Bale Size		
<b>HA11</b>	<b>Compactor Technology (C-Tec):</b> VB 420: Vertical Baler; 42" W x 22" D x 30" H Bale Size		
<b>HA12</b>	<b>Compactor Technology (C-Tec):</b> VB 1800HD: Vertical Baler; 48"W x 30"D x 36" H Bale Size		
<b>HA13</b>	<b>Compactor Technology (C-Tec):</b> VB 2300HD: Vertical Baler; 60" W x 30" D x 48"H Bale Size		
<b>HA14</b>	<b>Compactor Technology (C-Tec):</b> VB 3400HD: Vertical Baler; 60" W x 30" D x 48" H Bale Size		
<b>HA15</b>	<b>Compactor Technology (C-Tec):</b> VB 3600HDLP: Vertical Baler; 60" W x 36" D x 30" H Bale Size		
<b>HA16</b>	<b>Compactor Technology (C-Tec):</b> VB5000HD; Vertical Baler; 60" W x 30" D x 48" H Bale Size		
<b>HA17</b>	<b>Compactor Technology (C-Tec):</b> VB7200HD: Vertical Baler; 72" W x 42" D x 48" H Bale Size.		
<b>HB01</b>	<b>Galbreath:</b> 350 Stationary Compactor: 3.5-Yd Loading Chamber		
<b>HB02</b>	<b>Galbreath:</b> 350HD Stationary Compactor: 3.5-Yd Loading Chamber		
<b>HB03</b>	<b>Galbreath:</b> 350HDT Stationary Compactor: 3.5-Yd Loading Chamber		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
HB04	Galbreath: 450 Stationary Compactor: 4.5-Yd Loading Chamber		
HB05	Galbreath: 450HD Stationary Compactor: 4.5-Yd Loading Chamber		
HB06	Galbreath: 450HDT Stationary Compactor: 4.5-Yd Loading Chamber		
HB07	Galbreath: 550HDTN Stationary Compactor: 5-Yd Loading Chamber		
HB08	Galbreath: APC426: Pre-Crusher: 4-Yd		
HB09	Galbreath: APC526: Pre-Crusher: 5-Yd		
HB10	Galbreath: Packman: PM6FS: 6-Yd Cylinder, Self-Contained Front-Loading Compactor; 0.83 Yd Loading Chamber		
HB11	Galbreath: Packman: PM6R: 6-Yd Cylinder, Self-Contained Rear-Loading Compactor; 0.83 Yd Loading Chamber		
HC01	Mac Corp: 200 2-Yd. Stationary Compactor		
HC02	Mac Corp: 300: 3-Yd. Stationary Compactor		
HC03	Mac Corp: 400: 4-Yd. Stationary Compactor		
HC04	Mac Corp: SCS1826: 26-Yd. Self-Contained Compactor		
HC05	Mac Corp: SCS2030: 30-Yd. Self-Contained Compactor		
HC06	Mac Corp: SCS2234:34-Yd. Self-Contained Compactor		
HC07	Mac Corp: SCS2439: 39-Yd Self-Contained Compactor		
HD01	NexGen: TIEger Open End Auto Tie Baler: (specific configurations to be determined)		
HD02	NexGen: Gemini 3560 Baler: Manual Operation; moderate duty, closed-end horizontal design; 30"H x 48"L x 60"W Bale Size		
HD03	NexGen: Gemini Extreme Baler: Manual Operation; moderate duty, closed-end horizontal design; Hardened Steel Tongue and Groove Floor; Adjustable Roll Bar and shear blade; 30"H x 48"L x 60"W Bale Size		
HD04	NexGen: CE-303042-720: Closed End Horizontal Baler; 48"H x 60"L x 30"W Bale Size; 30" x 30" Feed Chamber; 96,000# Pressure		
HD05	NexGen: CE-503042-720: Closed End Horizontal Baler; 48"H x 60"L x 30"W Bale Size; 50" x 30" Feed Chamber; 96,000# Pressure		
HD06	NexGen: CE-503042-830: Closed End Horizontal Baler; 48"H x 60"L x 30"W Bale Size; 50" x 30" Feed Chamber; 125,000# Pressure		
HD07	NexGen: CE-504242-830: Closed End Horizontal Baler; 48"H x 60"L x 30"W Bale Size; 50" x 42" Feed Chamber; 125,000# Pressure		
HD08	NexGen: CE-504842-830: Closed End Horizontal Baler; 48"H x 60"L x 30"W Bale Size; 50" x 48" Feed Chamber; 125,000# Pressure		
HD09	NexGen: CE-604242-830: Closed End Horizontal Baler; 48"H x 60"L x 30"W Bale Size; 60" x 39" Feed Chamber; 125,000# Pressure		
HD10	NexGen: CE-604842-830: Closed End Horizontal Baler; 48"H x 60"L x 30"W Bale Size; 60" x 45" Feed Chamber; 125,000# Pressure		
HD11	NexGen: Atlas Non-Ferrous Baler: Mid Size Applications: 30"H x 48"L x 60"W Bale Size; 190,000# Pressure		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
HD12	NexGen: Atlas ET Non-ferrous Baler: Mid Size Applications; 30"H x 48"L x 60"W Bale Size; 230,000 # Pressure		
HD13	NexGen: "side eject balers 30"H x 42"L x 72"W Bale Size; 70,700 # Pressure		
HD14	NexGen: Stealth Baler: Manual-Tie Horizontal design; 46"x 60" Feed Opening; 42" x 48" x 60" Bale Size		
HD15	NexGen: V-4830HD: High Density Vertical Baler; 42"H x 24"L x 48"W Bale Size; 62,200 # Pressure		
HD16	NexGen: V-6030HD: High Density Vertical Baler; 60"H x 30"L x 48"W Bale Size; 62,200 # Pressure		
HD17	NexGen: V-7230HD: High Density Vertical Baler; 72"H x 30"L x 48"W Bale Size; 62,200 # Pressure		
HE01	Pendpac: to be determined		
HF01	Roll-Offs USA: SCC 10-Yd Self Contained Compactor		
HF02	Roll-Offs USA: SCC 15-Yd Self Contained Compactor		
HF03	Roll-Offs USA: SCC 25-Yd Self Contained Compactor		
HF04	Roll-Offs USA: SCC 30-Yd Self Contained Compactor		
HF05	Roll-Offs USA: SCC 35-Yd Self Contained Compactor		
HF06	Roll-Offs USA: SC Series 2- Yd Stationary Compactor		
HF07	Roll-Offs USA: SC Series 3-Yd Stationary Compactor		
HF08	Roll-Offs USA: SC Series 4-Yd Stationary Compactor		
HF09	Roll-Offs USA: SC Series 5-Yd Stationary Compactor		
HF10	Roll-Offs USA: SC Series 6-Yd Stationary Compactor		
HG01	Wastequip: 245HD: Stationary Compactor; 2-Yd Loading Chamber; 48,000-56,500 Lb Ram Force		
HG02	Wastequip: 245XHD: Stationary Compactor; 2-Yd Loading Chamber; 59,300-67,800 Lb Ram Force		
HG03	Wastequip: 255HD: 17-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber		
HG04	Wastequip: 255HD: 20-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber		
HG05	Wastequip: 255HD: 25-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber		
HG06	Wastequip: 255HD: 30-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber		
HG07	Wastequip: 255HD: 34-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber		
HG08	Wastequip: 265X: Stationary Compactor; 2-Yd Loading Chamber; Twin Cylinder		
HG09	Wastequip: 265XWQ: 20-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.	OFFERED PRICE	
HG10	<b>Wastequip:</b> 265XWQ: 25-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber		
HG11	<b>Wastequip:</b> 265XWQ: 30-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber		
HG12	<b>Wastequip:</b> 265XWQ: 35-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber		
HG13	<b>Wastequip:</b> 265XWQ: 39-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber		
HG14	<b>Wastequip:</b> 345HD: Stationary Compactor; 3-Yd Loading Chamber		
HG15	<b>Wastequip:</b> 365X: 26-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber		
HG16	<b>Wastequip:</b> 365X: 32-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber		
HG17	<b>Wastequip:</b> 365X: 36-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber		
HG18	<b>Wastequip:</b> 395XHD-7: Stationary Compactor; 3.5 Yd Loading Chamber		
HG19	<b>Wastequip:</b> 445HD: Stationary Compactor; 4-Yd Loading Chamber		
HG20	<b>Wastequip:</b> 445XHD-PC: Stationary Compactor Pre-Crusher; 4-Yd Loading Chamber		
HG21	<b>Wastequip:</b> 645XHD-D: Stationary Compactor; 6-Yd Loading Chamber, Twin Cylinder		
HG22	<b>Wastequip:</b> 645XHD-7: Stationary Compactor; 6-Yd Loading Chamber, 7" Cylinder		
HG23	<b>Wastequip:</b> 645XHD: Stationary Compactor Pre-Crusher; 6-Yd Loading Chamber		
HG24	<b>Wastequip:</b> 1000HD: Stationary Compactor; 10-Yd Loading Chamber		
HG25	<b>Wastequip:</b> Accupak D600: 6-Yd Cylinder Front Load Compactor		
HG26	<b>Wastequip:</b> Accupak D800: 8-Yd Cylinder Front Load Compactor		
HG27	<b>Wastequip:</b> C33XAPT-Apartment Compactor: Compaction Force: 14,350 to 16,880 lbs.		
HG28	<b>Wastequip:</b> 6030HD Vertical Baler: Bale Size: 60" x 30" x 48"; up to 1,000 lb. bales; Dimensions: 96"H x 80"W x 42"D		
<b><i>I: Dewatering Containers</i></b>			
IA01	<b>Aqua-Zyme:</b> Dewatering Filter Container: 15-Yd, open top, round bottom roll-off container -- 1/4" floor plate; 7-gauge side plates; roller-equipped; monofilament modified satin polyester filter @ 437 CFM with 330 micron particulate level; roll-over tarp assembly; splash guard; and 15' scraper -- solid waste/sludge application. Includes Polymer Mixing and Dosing Unit for polymer activation ( Offeror shall include with Form-E options pricing: 16 HP trash pump, hoses, and portable walkway, et cetera)		

FORM-D: OFFERED BASE UNIT PRICING		Invitation #:	RH08-12
Offeror:			
<b>Note: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be reflected on the final invitation document.</b>			
H-GAC PRODUCT CODE	Base Unit Model Descriptions: Bidders's pricing below shall be inclusive of all manufacturer standard, entry-level components as of the time of this Invitation's open bid period, allowing for street legal (in the case of chassis-mounted designs), functional machines (exclusive of underlying cab-chassis in such designs) . Chassis-mounted items shall be priced inclusive of standard mounting fees. Offeror may not change any description or add items listed herein. For each line item priced below, Bidder shall include, with bid response, a specific quote sheet, or similar document, detailing the standard components, dimensions, and capabilities of the Base Unit priced. Models not listed on this Form may be priced with options (Form-E) if they are a natural upgrade / downgrade to a model listed here.		OFFERED PRICE
IA02	<b>Aqua-Zyme:</b> Dewatering Filter Container: 30-Yd, open top, round bottom roll-off container -- 1/4" floor plate; 7-gauge side plates; roller-equipped; monofilament modified satin polyester filter @ 437 CFM with 330 micron particulate level; roll-over tarp assembly; splash guard; and 20' scraper -- solid waste/sludge application. Includes Polymer Mixing and Dosing Unit for polymer activation ( Offeror shall include with Form-E options pricing: 16 HP trash pump, hoses, and portable walkway, et cetera)		
IB01	<b>Galbreath:</b> OS2242-3 Dewatering Shell-Sludge Container: 20-Yd; roll-off style rectangular bottom, 1/4" floor; 7-ga walls; perforated plate filte shell; expanded metalwalls; rear door filter and drain		
IC01	<b>Wastequip:</b> Dewatering Container: 25-Yd; roll-off style round bottom, 1/4" floor; 7 ga. walls, perforated plate filter shell; expanded metal walls, 3" channel reinforcement, rear door filter; (2) 4" drains; removable filter shell cleanout; coating: coal tar epoxy; disposable filter cloth		



**This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.**

A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
\_\_\_\_\_

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND \_\_\_\_\_, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at\_\_\_\_\_.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a \_\_\_\_\_ Contract to become effective as of \_\_\_\_\_, and to continue through \_\_\_\_\_ (the “**Contract**”), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of \_\_\_\_\_ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell \_\_\_\_\_ through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:\_\_\_\_\_, including any relevant suffixes
4. **CONTRACTOR**'s Response to Bid No:\_\_\_\_\_, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

**ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 8: REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 9: MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 10: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 11: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 12: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 12, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 13: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC's** liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, [and indemnitees] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 14: TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR's** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any administrative fees due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 15: TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any administrative fees due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 16: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 17: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

**ARTICLE 18: PAYMENT OF H-GAC FEE**

**CONTRACTOR** agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including but not limited to the payment of the applicable **H-GAC** Order Processing Charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable Order Processing Charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable Order Processing Charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For all sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable Order Processing Charge to **H-GAC**. Further, **CONTRACTOR** agrees to encourage

entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions, including but not limited to, contract termination, if CONTRACTOR fails to promptly remit H-GAC's Order Processing Charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 19: LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 20: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

**ARTICLE 21: CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 22: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: \_\_\_\_\_  
Jack Steele, Executive Director

Date: \_\_\_\_\_, 20\_\_\_\_

Attest for **Houston-Galveston Area Council**, Houston, Texas: \_\_\_\_\_  
Deidre Vick, Director of Public Services

Date: \_\_\_\_\_, 20\_\_\_\_

Signed for \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Attest for \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_