



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

CONFERENCE INVITATION:

PRE-BID

PRE-PROPOSAL

PROCUREMENT NO: **AM04-10**

ISSUE DATE: **Sep 2, 2009**

CATEGORY: **Ambulances, EMS & Other Special Service Vehicles**

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. Participants 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 Invitation To Submit Competitive Responses. The objective is a clearly written and competitive specification.

Please closely 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. Prior review is important even if you are a previous supplier participant because significant changes may have been made since the last specification for this Product/Service was issued.

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 1,800 local governments, districts, state agencies and authorities participating in the H-GAC Cooperative Purchasing Program purchase products and services thru **H-GAC** contracts.

TENTATIVE PROCUREMENT SCHEDULE AND DETAILS

DRAFT SPECIFICATION / INVITATION:	September 2, 2009
PRE-BID/PROPOSAL CONFERENCE:	October 7, 2009 @ 9:00 a.m. CT; H-GAC offices, 2 nd floor
FINAL SPECIFICATION / INVITATION:	November 3, 2009
RESPONSES DUE:	December 2, 2009 @ 1:00 p.m. CT; H-GAC clock
PUBLIC RESPONSE OPENING:	December 2, 2009 @ 2:00 p.m. CT; H-GAC clock
RECOMMENDATIONS TO BOARD:	February 16, 2010
CONTRACT START DATE & TERM:	April 1, 2010 through March 31, 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 @	
For questions regarding this Invitation, please contact:	
Name: Bill Burton Phone: 832-681-2514 E-mail: wburton@h-gac.com	

CONTENTS OF THIS INVITATION

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

NOTICE TO MANUFACTURERS

H-GAC is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the manufacturer's level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because the **H-GAC** Cooperative Purchasing Program is being used not only in the State of Texas, but **NATIONWIDE**. This means that **H-GAC** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend all the associated staff time and taxpayer dollars. We believe an **H-GAC** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **H-GAC** staff member listed on the cover of this Invitation for additional information.



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. AM04-10

DESCRIPTION: Ambulances, EMS & Other Special Service Vehicles

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

38.	PERFORMANCE & PAYMENT BOND.....	15
39.	CHANGE ORDERS	15
40.	DUPLICATION OF TERMS OR STATEMENTS	15
41.	PUBLICITY	15
42.	TAXES.....	16
43.	DRUG FREE WORKPLACE.....	16
44.	PRODUCT NOTICES & MAILINGS.....	16
45.	HANDLING OF ORDERS & PAYMENTS.....	16
46.	PRICE CHANGES.....	17
47.	CONTRACT ITEM CHANGES.....	17
48.	FORCE MAJEURE.....	18
49.	PERFORMANCE UNDER CONTRACT	18
50.	IMPLEMENTATION OF INTERNET BASED E-COMMERCE	18
51.	CONTRACTOR ORIENTATION/TRAINING.....	19
52.	LEGAL & CONTRACTUAL REMEDIES	19
53.	OUT OF STATE SALES OPPORTUNITIES	20

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. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Admistration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Admistration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

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 satisfying any applicable bond requirement, and 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.

The Bid/Proposal Bond, if required, may be furnished by any one of the parties, but may be subject to forfeiture should any of the parties default on the offering.

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 materially different 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**.
- 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 **Participant**.
- 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

- a. The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.
- b. If, subsequent to opening of responses, **Offeror** advises that signatory was not authorized to sign documentation and contractually bind **Offeror**, and **Offeror** withdraws Response, any bid/proposal bond may be forfeit.

7. SURETY FOR INSURANCE AND BONDING

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

Documents in the Response considered “confidential” or “proprietary” by **Offeror** shall be clearly identified as such, but will be subject to confirmation of such status by **H-GAC**. In the event of a challenge, and if a determination is made by the Attorney General of Texas or a court of competent jurisdiction that these materials are not considered confidential/proprietary, **Offeror** may withdraw the designated materials from consideration prior to public review and the evaluation process. If any required materials are withdrawn the Response will be disqualified and **Offeror**'s Bid/Proposal Bond will be subject to forfeiture.

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. BID/PROPOSAL BOND

- a. Unless indicated as "N/A" (Not Applicable) on **Form C**, a single Bid/Proposal Bond in the amount of **\$3,000.00** MUST be submitted with the Response. A percentage type bond is not acceptable. Any response submitted without the required Bid/Proposal Bond shall be automatically disqualified. NOTE: A bond previously submitted with a response to another bid/proposal invitation may not be used to satisfy any bond requirement that is part of this Invitation.
- b. Any actual Bid/Proposal Bond document shall be from **Offeror**, not an agent.
- c. In no event may **Offeror** issue and sign its own bid/proposal bond, nor will a bond be acceptable from a bonding company in which any employee of **Offeror** has a financial interest.
- d. The Bid/Proposal Bond may be in the form of: (1) A Bond executed by a Surety Company duly licensed / chartered in Texas and accompanied by a duly authenticated power-of-attorney, **OR** (2) A Certified or Cashier's Check drawn upon a chartered state or national bank or trust company or, **OR** (3) a Certificate of Deposit from such bank or trust company.
- e. All such checks and certificates of deposit shall be drawn payable to the order of the Houston-Galveston Area Council. **H-GAC** will deposit checks/certificates to its account within 24 hours.
- f. **H-GAC** may authenticate and confirm bonds with bonding sources at its discretion.
- g. Bid/Proposal Bond monies will be returned provided that 1) At least 60 days have passed since the date of record for contract awards, and 2) **Offeror** has completed **Form F**, Check Return Authorization Form and submitted it with the response, and 3) In the case of successful offerors/contract awardees, only after all executed contract and other required documents have been received by **H-GAC**.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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**.

24. 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.

25. 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**.

26. PRODUCT DELIVERY

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

- a. Responsibility and liability for loss and/or damage 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 End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Prepaid & Add".
- 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 add, 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.

27. 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.

28. 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 Bid/Proposal bond and the Electronic Media should be submitted only with the Original.
- c. Responses should include any official **H-GAC** Addenda issued after initial release of this Invitation.
- d. 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, but may only fill in information and add lines if needed. **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.
- e. All FORMS shall also be submitted on electronic media. **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**.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- l. 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**.

- m. 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.
- All Addenda (if any).

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:

(Required with Original only. MUST be submitted or Response may be non-compliant.)

- Bid/Proposal Bond, or Certified/Cashier's Check, if required.
 - Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing completed copies of all required FORMS, stored in a pouch or an envelope such that it will not fall out of the binder.
 - **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. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

29. 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.

30. 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.

31. 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 whenever it is deemed in the best interest of **H-GAC** or its **End Users**.

32. 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 and on **Offeror's** formal letterhead. Persons bearing such requests must show positive identification and authorization to submit the request. 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, but **Offeror's** Bid/Proposal Bond will be subject to forfeiture.

33. 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.

34. 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.

35. 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.

36. 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**.

37. 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.

38. PERFORMANCE & PAYMENT BOND

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

39. 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**.

40. 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**.

41. 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**.

42. TAXES

HGAC 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.

43. 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**.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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**.

49. 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 30th 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.

50. 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. 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 its 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.

51. 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.

52. 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**.

53. 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 strongly encouraged to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States.

- **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 allow **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential cost items (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be recovered or refunded thru the use of Published or Unpublished Options (See Section titled "Published And Unpublished Options").

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

SECTION B - PRODUCT SPECIFIC REQUIREMENTS
For
AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

Table Of Contents

1. PURPOSE & SCOPE	1
2. EQUIPMENT CATEGORIES & PRODUCT CODES.....	1
3. GENERAL REQUIREMENTS.....	1
4. ABBREVIATIONS, ACRONYMS & DEFINITIONS.....	1
5. SAFETY INSPECTION AND LICENSES.....	2
6. EQUIPMENT MANUFACTURER'S SUPPORT.....	2
7. FACTORY TESTING.....	2
8. WARRANTY PERIOD.....	2
9. DELIVERY DOCUMENTATION.....	2
10. ELECTRICAL AND MECHANICAL REQUIREMENTS & FEATURES.....	3
11. TRADE IN CREDIT.....	4
12. STANDARDS ON BLOOD BORNE DISEASES.....	4
13. KKK-A-1822E - FEDERAL AMBULANCE SPECIFICATIONS.....	4
14. H-GAC REQUIREMENTS (MODIFICATIONS & ENHANCEMENTS TO KKK-A-1822E).....	4
15. MINIMUM CAB-CHASSIS SPECIFICATIONS FOR AMBULANCES.....	8
16. OPTIONS AND ACCESSORIES FOR AMBULANCES.....	9
17. REMOUNT SERVICES.....	9
18. OPTIONS & ACCESSORIES FOR VEHICLES OTHER THAN AMBULANCES.....	9
19. REQUIREMENTS FOR EQUIPMENT OTHER THAN AMBULANCES.....	9
20. COMPETITIVE PRICING.....	10

1. PURPOSE & SCOPE

Members of **H-GAC's** Cooperative Purchasing Program periodically have need of a variety of Ambulances, EMS And Other Specialty Vehicles, and may choose to buy them thru the Program. This Invitation and the specifications included and referenced herein are meant to establish minimum design and performance standards for such equipment, which shall be offered to members thru term contract(s).

2. EQUIPMENT CATEGORIES & PRODUCT CODES

The basic equipment categories included in this Invitation are listed below. Specific base bid items and associated **H-GAC** Product Codes are listed on **Form D**.

Equipment Categories (1st Character of Product Code)

- A. Ambulance**
- B. Light/Medium Rescue or EMS Vehicle**
- C. Other Specialty Vehicle or Equipment**

3. GENERAL REQUIREMENTS

This Invitation is designed to obtain bids that will: **A)** Provide component prices for Emergency Medical Service Equipment and Units, and **B)** Provide a pricing structure or formula for services associated with the design, development, delivery, and installation of the equipment.

At the direction of each End User Agency, Contractor shall develop individual, unit specific recommendations using the contractual component price list and service formulas.

Contractor shall honor purchase orders for supply of new units and installation of Products on existing units, but will not be obligated to supply items such as stretchers, disposable medical supplies and oxygen tanks.

4. ABBREVIATIONS, ACRONYMS & DEFINITIONS

In addition to abbreviations, acronyms and definitions defined elsewhere herein, the following may also be found in these specifications:

AMD = **A**mbulance **M**anufacturers **D**ivision of the National Truck Equipment Association

Gallons. United States gallons.

PTO. Power takeoff.

Aluminum Constructed Body – patient module with all aluminum construction **including** structural components, cabinets, floors (no wood products used in construction).

General Constructed Body – patient module with aluminum structural components and other marine or exterior grade construction materials.

Chassis Powered – ambulance module powered by chassis electrical system.

Generator Powered – ambulance module including module mounted warning equipment and scene lights powered by on-board generator.

5. SAFETY INSPECTION AND LICENSES

A. Safety Inspection

Any vehicle bid to **H-GAC** shall include in the bid price, the cost of providing whatever Safety Inspection is required in the state of purchase, including documentation and windshield sticker.

B. State Licenses

Offeror must have all licensing required by any state in which business is conducted under an **H-GAC** Contract, and in particular the State of Texas, Department of Transportation, Motor Vehicle Division Code, if applicable. Offeror must provide, in any response hereto, a copy of its current Texas MVD Motor Vehicle Dealers License. Further, Contractor must provide licensing documentation for other states to **H-GAC** whenever requested.

6. EQUIPMENT MANUFACTURER'S SUPPORT

A. The Contractor shall be prepared to offer replacement parts and/or service at prevailing rates **Equipment and Units** shall maintain replacement parts and service for all equipment. An ample stock of individual components shall be carried for a minimum of seven (7) years after dates of acceptance by End Users of **Emergency Medical Service Equipment and Units**.

B. If any component becomes obsolete or unavailable, the Contractor shall be responsible for providing a device which will functionally replace the component if replacement parts are ordered. Ultimately, the Contractor shall, if required, replace the item with equipment of current manufacture which will provide the same functions.

C. Offeror shall certify by submission of this bid the capability to supply replacement parts (for ambulance conversions) as may be required for a period of at least seven (7) years after **Emergency Medical Service Equipment and Units** have been accepted by End User Agencies.

7. FACTORY TESTING

Emergency Medical Service Equipment and Units shall undergo extensive factory testing prior to shipment to End Users. Testing shall encompass all phases of **Emergency Medical Service Equipment and Units** equipment from board or modular component level, to fully assembled status. Houston-Galveston Area Council shall be furnished documentation on request.

End User Agency shall be responsible for travel and expenses related to source inspections. Offeror may provide this travel as an option to End User Agency where permitted.

8. WARRANTY PERIOD

The warranty period for all equipment and accessories shall be, at a minimum, at least as per the standard warranty period normally offered by the manufacturer. This shall supercede any requirement related to warranty period stated in Section A.

9. DELIVERY DOCUMENTATION

A. User's Manual

At least one (1) user or operators manual shall be furnished with each delivered piece of equipment. Manuals shall provide basic operational description of all equipment and other pertinent operational details. Manuals shall be concise, simple, and shall include pictures showing various operator controls.

B. Installation / Service Manual & Schematics

The Installation/Service Manual shall describe proper **Emergency Medical Service Equipment and Units** installation procedures. The manual shall include those details which are unique to the unit. The Installation/Service Manual shall also include a maintenance section with board overlays, schematic diagrams, and theories of operation. Explanation of diagnostic display interpretations shall also be included. All drawings shall be

accurate, to a scale sufficiently large to show all pertinent features of unit/system items and method of connection, detailing components. Two each to be provided with each EMS unit delivered.

C. Equipment Documentation

Contractor shall deliver to End User Agency a complete set of manuals, warranties, warranty registration, instructions, etc. associated with any equipment installed or provided with the supplied Emergency Medical Service Equipment and Unit(s). This includes documentation for items such as sirens, lighting, siren speakers, oxygen devices, stretchers and cab-chassis.

10. ELECTRICAL AND MECHANICAL REQUIREMENTS & FEATURES

A. Ergonomic Design

Operator control functions, switches, buttons, and displays shall be designed to aid and enhance operator capabilities by minimizing efforts required to control equipment. Each function shall be labeled in a manner which minimizes operator error. Each major equipment function shall have an individual switch and associated indicator. Single button operations shall be required to activate all primary functions (i.e., Power On/Off).

B. Electrical Features

Electronic circuitry employed throughout the **Emergency Medical Service Equipment and Units** may utilize integrated, solid state circuitry, and may utilize Very Large Scale Integration. The only exception allowed shall be relays for external interfaces and switches. Switches shall be rated for a minimum of one million (1,000,000) operations. On printed circuit boards, all active devices shall have designations screened onto the circuit board at each device location. All optional and auxiliary circuit output connections shall be screened onto the board for easy reference.

All **Emergency Medical Service Equipment and Units** electrical components should be of plug-in modular design. The plating material on circuit board edges, where plug-in contact is made, shall provide maximum reliability. All Copper traces on circuit boards shall be covered with protective materials which provide both isolation and non-conductivity.

C. Equipment Interchange Ability

For ease of service and reduction of spare parts, all components and similar equipment shall be interchangeable excepting minor adjustments, where applicable. The exchange of equipment by personnel of the End User Agency shall in no way constitute a violation of the warranty if performed according to basic steps listed in User's Manual or Installation/Service Manual. **Emergency Medical Service Equipment and Units** shall have all essential, standard maintenance areas located to provide ease of access.

D. Standard Electrical Feature Expansion

Field enhancement and expansion of standard electrical features shall be accomplished by modification or addition of required components to control the added features.

E. General Installation Requirements

1. The installation procedures for all equipment shall be accomplished in a complete and professional manner.
2. To conform with manufacturers' warranties, all equipment installed under this agreement having a manufacturer's warranty shall be installed by, or under the direction of, the manufacturer or his certified agent. All such manufacturers' warranties shall be forwarded to the End User Agency.
3. All work involving manufactured goods or products shall be performed in accordance with manufacturer's recommendations. Any and all items of work referred to by the specifications, unless specified to the contrary in writing, shall be the responsibility of the Contractor and shall be included in submitted bid.
4. Installations shall include all related costs to interface equipment to the **Emergency Medical Service Equipment and Units** sources. Contractor shall be responsible for freight, handling, unpacking, placement, cabling, and final configuration of all proposed equipment; and all of these costs shall be identified in the bid.
5. Contractor shall be responsible for maintaining safe, clean work area, removing associated debris as needed.

B. Installation / Assembly Acceptance

Each **Emergency Medical Service Equipment and Unit** installation/assembly shall be completed and thereafter accepted in written form by the End User Agency, with copy forwarded to the **H-GAC** for final acceptance.

11. TRADE IN CREDIT

Contractor may offer reduction in price through credit for trade-in of End User Agency equipment at market value negotiated between Contractor and End User Agency. However, Trade-In credit shall be used to reduce End User cost only after applicable totals are tabulated.

12. STANDARDS ON BLOOD BORNE DISEASES

All **Emergency Medical Service Equipment and Units** sold thru the Program executed shall be compliant with Occupational Safety and Health Administration BLOOD BORNE pathogen standards, National Fire Protection Association, Inc standards, and Center for Disease Control recommendations.

Emergency Medical Service Units shall be designed to expedite the removal of blood and other body fluids, provide isolated disposal areas for needle sharps and infected material, and eliminate use of materials in the manufacturing of units which provides a growth media for BLOOD BORNE pathogens.

13. KKK-A-1822E - FEDERAL AMBULANCE SPECIFICATIONS

All Ambulance equipment offered and sold hereunder must meet Federal Ambulance Specification KKK-A-1822E, and all modifications and enhancements to that specification as detailed in this Invitation. A copy of the Federal Ambulance Specifications may be downloaded at no cost from the internet at:

FSS.GSA.GOV/VEHICLES/BUYING. (http://www.ntea.com/Downloads/AMD_KKK-A-1822E.pdf).

Note: Class 2 (four wheel driven - 4X4), Configuration A for all Types (as referenced in KKK A-1822E specification, Section 1.2: *CLASSIFICATION*) shall be included in the manufacturing options. All units are to be bid with **ALS Configuration** compliance. Offerors may offer a CREDIT on **Form E** for End User Agency choice of a **BLS Configuration** as an option as well.

14. H-GAC REQUIREMENTS (MODIFICATIONS & ENHANCEMENTS TO KKK-A-1822E)

H-GAC required additions to the KKK A-1822E specifications are contained in the following text boxes (reference number per KKK-A-1822E specification).

2.3 Order of Precedence. Order of Precedence Shall Be Modified To:

- 1) **H-GAC** Specifications
- 2) Ford's QVM Certification Is Important to the Cab-chassis Process from That Manufacturer. Therefore, If a Ford Cab-chassis Is Provided, the Ford Cab-chassis Applications to Ambulance Manufacturing Shall Be Certified under Ford's QVM Certification Program.
- 3) Current Federal Ambulance Specifications
- 4) Ambulance Industry Standards

3.1.5.1 Configuration "A" (ALS). All emergency medical service units shall comply with minimum configuration "A" (ALS) specifications. Configuration "B" (BLS) may be offered as a credit option.

Any emergency medical service units ordered with configuration "A" (ALS) shall be provided a "red bag" trash container opening near the EMTs action area opening into a suitable container. Additionally, an IV/needle and sharps container shall be provided.

On Type I & III Emergency Medical Service Units the area shall be recessed so that a sharps container and waste container can be inserted into an opening which may be accessed by raising a lid, and the lid shall include a hold-down latch.

3.5.3 Gross Vehicle Weight Ratings minimums shall be as follows:

<u>Type</u>	<u>GVWR</u>
I & III	10,500
II	9,000
I & III-AD	14,000

3.6.1 Chassis-Frame.

On type I "additional (medium) duty" emergency medical service units the chassis frame shall be of a low profile design incorporate minimum yield strength of 50,000 psi.

3.6.4.1 Spin-on oil filter

3.6.4.2 Dry paper element type air filter shall be applicable

3.6.4.4 Fuel System. Factory installed fuel tanks, minimum capacity 35 gallons with solenoid selector switch for dual tanks.

3.6.4.5 Cooling System. shall include factory installed air conditioning with the heaviest duty cooling package available and heavy duty radiator (134A Freon)

3.7.1 Electrical System On type I & III, generator powered emergency medical service units, all cab-chassis electrical systems shall remain intact. Cab-chassis electrical systems shall act as an auxiliary system that will provide power to the primary system when the generator is not running.

3.7.1.1 Warning Indicators. On panels providing alpha/numeric displays with warning indicators the display shall be designed to scroll between warnings when two (2) or more warning conditions are present, or the warning indicator shall include an audible device which shall only cease when manually overridden, at which time the display shall scroll to any additional warnings.

3.7.2 Wiring Installation. On type I II, & III emergency medical service units all wiring shall be stamped and "function" coded over the continuous length of the wiring which shall be an uninterrupted run from the electrical panel to the fixture or item it serves. **No wiring splices shall be allowed.** The function nomenclature shall be a name (i.e. siren) on the wire and not a code to which the end user agency must refer to a table or listing. Only one component requiring electrical power shall be allowed on each wire. All wiring harnesses may be connected via a quick disconnect method.

Numerical coding shall be allowed for unusual options and additional harness for future expansion of unusual options between the electrical panel and control panels, but not color coding alone.

3.7.2.2 Printed Circuits. On type all emergency medical service units, the converter added electrical system shall be centered around the use of a circuit board or other highly flexible and reliable solid-state technology. All parts common in design shall be interchangeable between any similar models offered by the manufacturer. The central electrical distribution area circuit board must be pre-printed.

3.7.4 Windshield Wipers and Washers. On type all emergency medical service units the OEM intermittent windshield wipers shall be furnished.

3.7.6. Electrical Generating System on "generator powered" emergency medical service unit shall be provided by an on-board gasoline or diesel fueled generator set providing not less than 4.0 KW at 115 volts AC and shall be located in an isolated, insulated exterior compartment. The generator shall supply continuous power for total module electrical loads consisting of patient module air conditioning (115 volt AC), all 12 volt DC module systems including patient module dome lighting, emergency warning lighting systems, scene lighting, rear load lighting, electrical suction, and a 20 amp medical load or equal. Chassis powered electrical systems and emergency systems that operate only when the truck is running (siren, air horn) shall provide emergency back up with use of an automatic relay system.

3.7.6.1 Engine High-Idle Speed Control. Automatic. On type all chassis powered emergency medical service units an automatic throttle providing variable RPM conditions shall be installed on the chassis in compliance with KKK specifications. When activated, the throttle shall automatically increase the engine RPM when the amperage goes into a deficit state and automatically decrease when positive amperage is achieved.

3.7.6.3 Voltmeter or Voltage Monitor. Voltmeter shall be mounted in the Operator Control Panel, if not provided by OEM.

3.7.8.1 Utility Power Connector. In cases where a 115 Volt AC utility power connector is installed on an emergency medical service unit, the outlet shall be located at an exterior location approved by the end user agency and unit manufacturer. If an inverter is installed the outlet shall be powered by the inverter unless the type I & III "high performance" emergency medical service unit is attached to shoreline electrical power, then the outlet shall be powered by the shoreline power. The outlet shall include a metal or heavy-duty plastic cover designed for outdoor use and be enclosed in an electrical outlet box.

3.7.8.3 Solid State Inverter for on Board 115 Volt AC Power. In cases where a 1000 watt, 115 Volts AC continuous duty inverter is installed and wired to interior and exterior outlets of an emergency medical unit, the inverter switch shall be loaded in the EMT action area unless otherwise specified by the end user agency.

3.7.9 Driver Compartment Controls. In cases where sequential switching systems are installed allowing the driver to preset at least six (6) emergency lights or other warning devices (a single switch automatically sequences and turns them on, one at a time), switches shall be large enough to be activated/manipulated by operator wearing thick gloves.

3.7.10 Patient Compartment Controls. Switches shall be large enough to be activated/manipulated by operator wearing thick gloves. Switch Function for EMT's Operator Control Panel - Individual switches shall be provided in the Patient Module in the EMT Action Area on the driver's side for the following: 1) Two (2) position switch for Suction, 2) Three (3) position switch for Action Area Light for Hi/Lo/Off, 3) Three (3) position switch for Exhaust/Ventilation Fan for Hi/Lo/Off, 4) Two (2) Position 3-way switch for Patient Module Dome Lights. A light indicator shall be furnished on each switch, or on the Operator Control Panel above/below each switch, which visually indicates the status of the item the switch is controlling and shall be easily visible under normal lighting conditions. Switches shall be labeled with description as defined in KKK-A-1822 - MARKING OF SWITCHES, INDICATORS, AND CONTROL DEVICES

3.8.1 Ambulance Exterior Lighting. All units quoted shall include at least two (2) side floodlights each side, driver's and passenger side of all emergency medical service units. These floodlights shall be placed at the same level as on the rear wheel side (side warning lights provided). On type I, II, & III these floodlights shall be angled facing outward and downward to provide light beside the unit and outward.

3.8.2.3 Switching Arrangements. Switch Function for Driver's Operator Control Panel - Individual switches shall be provided in the Drivers Compartment for at least the following: 1) Two (2) position switch for Master Power for Patient Module (this switch shall have a unique feel to the touch than all other switches), 2) Three (3) position switch for Emergency Flashing Warning Lights with Primary/Secondary control as per KKK-A-1822, 3) Two (2) position switch for Horn/Siren selection (operation is Optional, and label only if operational), 4) Two (2) position switch for Curb Side/Right Scene Lights 5) Two (2) position switch for Driver Side/Left Scene Lights 6) Two (2) position switch for Rear Load Lights 7) Two (2) position switch for Front Light Bar 8) Two (2) Position 3-way switch for Patient Module Dome Lights (may control only half of Patient Module Dome Lights) 9) For generator powered patient modules, generator start switch, Fuel gauge for generator tank, (optional, if truck tank is not used). A light indicator shall be furnished on each switch, or on the Operator Control Panel above/below each switch, which visually indicates the status of the item the switch is controlling and shall be easily visible under bright lighting conditions. Switches shall be labeled with description as defined in KKK-A-1822 - MARKING OF SWITCHES, INDICATORS, AND CONTROL DEVICES Switches - Switches furnished on Operator Control Panel shall at minimum comply with KKK-A-1822 - SWITCHING ARRANGEMENTS

3.8.5.1 Patient Compartment Illumination At least six (6) dome lights shall be furnished with at least three (3) over the stretcher and three (3) over the Squad Bench

3.9.7.3 Mud Flaps. Mud flaps n all emergency medical service units shall be furnished in compliance with State of Texas Motor Vehicle laws.

3.10.8 Doors. On type I & III emergency medical service units, door hardware shall consist of recessed, polished stainless steel, locking paddle latches on compartments. All door lock mechanisms shall be fully enclosed within the door to prevent fouling of locks in the event of equipment shifts in the lock area. Patient module doors shall use a recessed, polished stainless steel, handle and latches. All patient module locking latches shall use a common key, except the drug compartment.

On type I & III emergency medical service units the door gaskets shall be placed in a manner that prevents damage by equipment or personnel dragging across the gaskets. All doors shall incorporate an extruded rubber seal located on the perimeter of the door. Full length stainless steel hinges, and pins shall be provided for all exterior doors. Over door padding shall be provided at the rear and curb side door, and above the walk-thru, if applicable.

3.10.11 Floor Coverings and Color. On all emergency medical service units (excluding Type II), the covering shall extend a minimum of four (4) inches up both side walls for easy cleaning.

3.10.12 Step Well (Side Door). On type I & III emergency medical service units a "step well" light shall be furnished in the step well, which activates on side door opening.

3.11.1 Interior Stowage Accommodations. - On Type I & III emergency medical service units the doors track for all sliding cabinet doors shall be constructed of extruded aluminum with slots for the installation of felt door tensioners on each side and a Teflon sliding guide on the bottom of the track. The material shall be installed in a slide or other manner providing ease of maintenance. The track shall be attached to the cabinet with recessed screws.

Cabinetry on all emergency medical service units shall be included in patient module warranty and all exposed areas with an extruded aluminum edge shall be smooth.

3.11.1.1 Action Area - An area on the street side of the Patient Module beside the Attendant Seat shall be provided which is at least thirty-eight (38) inches wide and no less than twenty (20) inches deep with a one (1) inch padded lip shall be provided. The wall in this area shall be the location of items including the Operator Control Panel,

Oxygen System Outlets, Electrical Outlets, and Suction Aspirator System. This area shall be provided with its own lighting which can be controlled from the Operator Control Panel.

3.11.2 Exterior Storage Accommodations. All compartments shall be furnished with a louvered vent for ventilation; however, the ventilation exhaust shall not be located in the door or vent into the patient module.

On **all** emergency medical service units, all screws and bolts which protrude into a compartment shall have acorn nuts at the ends to minimize risk of and prevent injury.

3.11.4 Squad Bench, Seats, And Backrests. The backside of the "CPR" seat backrest shall be lined with the same material as the counter space in the action area.

Seat belts furnished for the squad bench shall be automatic self-retracting on type I, II, & III emergency medical service units.

3.12.1 Oxygen, Main Supply and Installation on type I & III emergency medical service units no less than three (3) outlets shall be provided; two (2) in the EMT action area and one (1) outlet on the curb-side wall.

Storage dimensions and mounting device shall be provided for an "H" size cylinder, rather than an "M" size cylinder.

3.13.3 Patient Compartment Environmental Equipment. On type I, II, & III emergency medical service units a high capacity fan shall be provided with the HVAC rated at not less than 500 cfm.

3.13.4 Heating Criteria. Type I & type III emergency medical service units shall provide not less than 40,000 British thermal units of heat to the patient module.

Rear heater hoses shall be EPDM/NOMEX or equivalent on type I & III emergency medical service units.

3.13.5 Air Conditioning Criteria. Type I & type III emergency medical service units shall provide not less than 35,000 btu of cooling to the patient module.

3.13.6 Ventilation Criteria. Ventilation intakes shall not be placed near the expected head placement of patients, to minimize the recirculation of airborne pathogens.

Additional ventilation to assist in removing noxious odors shall be provided through a rear vent with high capacity (at least 120 cfm) exhaust blower in rear of vehicle with dual (Hi/Low) speed control located on the Operator Control Panel in the Action area. This ventilation shall vent to the outside of the Patient Module.

3.13.7 Environmental Controls. On type I & III emergency medical service units the flow of hot water from the chassis to the rear heating unit shall be controlled by an electrically activated valve, located under the hood in a position for ease of maintenance. Flow opening to the rear heater shall be activated when the front or rear heater switch is turned to the "on" position. Chassis OEM valves for manual shut-off are allowed, in addition to above.

Fan - A high capacity fan shall be provided with HVAC rated at not less than 500 cubic feet per minute. The fan shall have at least four (4) settings; high, medium, low, and off which can be controlled by the EMT, or automatically as preset by the system.

3.15.3.14. Drug kit compartment - on type I, II, & III emergency medical service units a locking drug compartment shall be furnished in compliance to KKK specifications. The locking drug compartment shall have a unique lock, keyed differently from all others on the unit and at least two keys shall be furnished.

4.2.1. Factory Inspection End user agency shall be responsible for travel and expenses related to factory inspections.

6.4 Warranty. The patient compartment, all modifications to the OEM chassis by Offeror on the accepted unit, equipment and parts shall be guaranteed for a minimum period of **ONE (1) years** against defects in design, materials, and workmanship. The warranty period shall begin upon final acceptance of the equipment. This warranty shall cover parts and labor expenses.

On type I & III emergency medical service MODULE the warranty period shall be **fifteen (15) years**.

This warranty shall be upgraded to its original status each time the module is remounted by Contractor or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.

Warranty of all system equipment shall be the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

In the event any component part of equipment or materials furnished under these specifications, or it's subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor shall at no expense to the End User agency or **H-GAC**, repair or replace equipment or component with new equipment or component.

Contractor shall furnish copies of warranties for all installed or otherwise provided equipment upon delivery of vehicle(s) to end user agencies. "On site" service shall be furnished for minor repairs and electrical problems by the contractor, but may be performed by their certified, designated agent emergency medical service units.

***** End of Modifications and Enhancements to KKK Specification *****

15. MINIMUM CAB-CHASSIS SPECIFICATIONS FOR AMBULANCES

Offered commercial cab-chasses shall meet all specification herein, including the following:

- **All cab/chasses shall be current model Ford, Chevrolet, GMC, International, Sterling, Freightliner or other compliant cab & chassis**, with 47A ambulance prep-package, where applicable, to be included in the base unit price.
- **Cab-chassis requirements**
 - 10,500 GVWR min. – Types I and III
 - 9,000 GVWR min. – Type II
 - 14,000 GVWR min. – Type I AD/MD
- Chassis OEM engine suitable for proposed units intended use with automatic transmission and drive train, with spin-on oil filter, dry paper element type air filter, minimum one-half inch clearance between fan blades and radiator, and radiator with heavy duty coolant recovery system.
- Multi-speed automatic w/auxiliary transmission cooler
- Power steering
- Brakes, dual hydraulic power, rear anti-lock braking system on type I, II, and III, self adjusting with:
 - front – heavy duty disc
 - rear – heavy duty drum on Type I, II, and III
 - heavy duty disc on Type I AD/MD
- Dual parking brake, cable actuated operated on type I, II, and III
- Factory air conditioning with engine driven compressor and environmentally safe freon, heavy duty cooling package and heavy duty radiator
- OEM tinted glass
- Front axle: 4,000 lbs. min. on Type I, II, and III
5,000 lbs. min. on Type I AD/MD
- Rear axle: 8,250 lbs. min. on Types I, III
6,250 lbs. min. on Type II
10,000 lbs. min on Type I AD/MD
- Dual wheels, if applicable - wide track rear axle
- Unless specified by the end user, on Type I or III Modular Ambulance and Type II Van, single rear axle shall be the minimum specifications or according to payload requirements as indicated in the KKK specification.
- Rear axle ratio suitable for intended use
- Heavy duty front springs with front stabilizer bar
- Heavy duty gas shock absorbers front and rear
- Heavy duty rear springs designed for intended use
- Radial tires with highway tread
- Spare tire and wheel as above
- Chrome front bumper
- OEM Exterior mirrors suitable for intended use
- Dual heavy duty batteries providing cold cranking amperage suitable for intended use
- Mud flaps in compliance with Texas state law.
- Factory dual horns, electric
- Windshield wipers, with intermittent feature
- Factory installed fuel tanks, minimum capacity 35 gallons with solenoid selector switch for dual tanks
- Unless specified by the end user, paint should be Ford Polar White or approved equal
- Aero or equal halogen headlights w/impact-resistant lenses.
- **Electrical generating system**
At minimum the ambulance shall be equipped with an OEM standard 220 amps of DC power from either a single or dual OEM alternator. Another brand of alternator may be substituted, provided the manufacturer of the alternator has a local service center and the alternator has been certified by a certified testing authority that the generating system meets the requirements of KKK-A-1822E. Increase to the capacity of the electrical

system shall grow in accordance to the demand in the final electrical design of the system and the electrical load thereto. Exception to this requirement is an emergency medical service unit with an auxiliary generator set with electronic ignition, then the OEM cab-chassis 100 ampere or greater alternator is acceptable.

▪ **Interior requirements**

Trim level with high back cloth seats; color-coordinated carpeting, trim panels, map pocket(s), driver and passenger floor mats, head liner, lap seat belts and shoulder for both driver & passengers, and sun visors.

▪ **Gauges**

- Voltmeter (showing total voltage)
- Ammeter (+/-200 amp shunt type)
- Temperature
- Oil pressure
- Fuel level

16. OPTIONS AND ACCESSORIES FOR AMBULANCES

Bidder shall provide a thorough listing of options on **Form E** for the categories listed below. Bidder may list/price these options individually or provide a catalog specifying the pricing/discount structure. All catalogs must be identified (name, date, year) on **Form E**. If catalog is quoted, bidder shall provide a copy of this catalog w/bid. In any event, manufacturers' descriptions, part numbers, and pricing must be provided. Pricing must include installation on the vehicle when part of original vehicle order. Where one of these options is standard equipment, buyer may choose to take a credit in lieu of the required option, provided omission of the item does not make the unit non-compliant with **KKK, QVM, AMD**, and/or other certifications. This list is not meant to be restrictive or all inclusive. Offeror is expected to provide a complete listing of options/accessories with the response.

Note: Bidder is encouraged to list chassis credits (where applicable) on **Form E**.

Option and Accessory Categories

- Emergency Lighting & Light Bars
- Audible Warning Devices
- Bumpers, Guards & Trim
- Cab/chassis Options & Accessories
- Electrical Options & Accessories
- Operator Control Panel Options & Accessories
- Patient Module Exterior/Construction Options & Accessories
- Patient Module Interior Options & Accessories
- Patient Module Window Options
- Patient Transport/Restraint Options & Accessories

17. REMOUNT SERVICES

Offeror **MUST** quote pricing for remounting of End User supplied modules/bodies on Contractor supplied cab/chassis. All remounts on Ford cab/chasses shall follow Ford QVM manufacturing/remanufacturing standards. Contractor supplied cab-chasses shall meet minimum applicable cab-chassis specifications as described herein. Remount services shall include removal of existing body, mounting on new chassis, and return of the body to previous operating condition, but not refurbishing (i.e. painting, new wiring, upholstery, new or additional controls. Remounts shall be quoted on **Form E**, including complete description and pricing. Refurbishing services and options shall be itemized and priced separately.

18. OPTIONS & ACCESSORIES FOR VEHICLES OTHER THAN AMBULANCES

Offeror shall quote a wide variety of upgrades and accessories to insure that End Users may be able to configure any purchased vehicle to meet their requirements.

19. REQUIREMENTS FOR EQUIPMENT OTHER THAN AMBULANCES

Equipment other than ambulances shall be built to standard published OEM specifications for the specific equipment offered, and must meet the requirements of any applicable federal, state or local law or regulation.

20. COMPETITIVE PRICING

By submission of a response, **Offeror** certifies that offered pricing is as good as or better than pricing offered to local government customers individually or thru any other program under normal circumstances. If such is not the case, **Offeror** shall explain how offered pricing differs from "best" pricing, and by how much.

Specifications prepared by
**Houston-Galveston Area Council
Cooperative Purchasing Program**

This is the end of the Section B



SECTION C - H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: AM04-10

Title: Ambulances, EMS & Other Special Service Vehicles

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
Form F:	Check Return Authorization

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

ALL completed *FORMS* must also be submitted electronically on CD-ROM, 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.: AM04-10

Invitation Title: Ambulances, EMS & Other Special Service Vehicles

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: Ambulances, EMS & Other Special Service Vehicles**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: Ambulances, EMS & Other Special Service Vehicles

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 must review each item below, and certify by initialing in the space to the right.

This Response Includes:

Init.

- | | |
|---|--|
| 1 An "Original" of all required <i>FORMS</i> and documents, plus one copy, each in a separate hard-sided 3-ring binder. | |
| 2 A completed electronic copy of <u>ALL</u> Forms , and any other documents required by this Invitation to be submitted electronically, on electronic media, e.g. CD-ROM. | |
| 3 The required list of References . | |
| 4 A complete description of Offeror's " Service Organization ", detailing support locations, hours, personnel and parts/service availability. | |
| 5 Complete Warranty Documentation for all Products offered. | |
| 6 If the Non-Resident Reciprocal Bid Act applies, 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" | |
| 7 If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission Code. If not applicable, indicate "N/A" | |
| 8 The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for each Base Product Item offered. | |
| 9 Form CIQ , if required by law, completed and signed.
Go to http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm to get instructions and download the Form. | |
| 10 A Bid/Proposal Bond , or Cashier's Check in the amount of \$3000 . (A percentage bond is NOT acceptable.) | |

FORM D - OFFERED ITEMS PRICING		Procurement No.:	AM04-10
Offeror Name:			
H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price	
A. American Emergency Vehicles			
A. Ambulance			
AA01	A-MD-10, GMC/Chev 4500, TraumaHawk 164"L x 95"W x 68" HR		
AA02	A-MD-11, International Navistar, TraumaHawk 164"L x 95"W x 72"HR		
AA03	A-MD-12, Freightliner M2, TraumaHawk 164"L x 95"W x 72"HR		
AA04	A-T1-13, FORD F-350 4x2, Type I TraumaHawk 148"L x 95"W x 68"HR		
AA05	A-T1-14, FORD F-450 4x2, Type I TraumaHawk 148"L x 95"W x 68"HR		
AA06	A-T1-15, DODGE 4500 4x2, Type I TraumaHawk 148"L x 95"W x 68" HR		
AA07	A-T2-16, FORD E350 VAN, Type II TraumaHawk, K5 - High Trim		
AA08	A-T2-17, CHEVY/GM 3500, Type II TraumaHawk, G2 - High Trim		
AA09	A-T3-18, FORD E350, Type III TraumaHawk DR-90, 145"L x 90"W x 64"HR		
AA10	A-T3-19, FORD E350, Type III TraumaHawk 148"L x 95"W x 68"HR		
AA11	A-T3-20, FORD E-450, Type III TraumaHawk 164"L x 95"W x 68"HR		
AA12	A-T3-21, FORD E-450, Type III TraumaHawk Z5, 164"L x 95"W x 68"HR		
AA13	A-T3-23, CHEVY/GMC 3500, Type III TraumaHawk DR90 145"L x 90"W x 64" HR		
AA14	A-T3-24, CHEVY/GMC 3500, Type III TraumaHawk 148"L x 95"W x 68" HR		
C. Special Service			
AC01	A-SP-25, International Navistar, TraumaHawk Mobile Holding Facility		
AC02	A-SP-26, International Navistar, TraumaHawk Mobile Command Unit		
B. Blanchat Mfg. Inc.			
C. Special Service			
BC01	B-27-F550-V10 Rescue First Response Ford F-550 V-10		
BC02	B-27-F550-6.4 Rescue First Response Ford F-550 6.4 Diesel		
BC03	B-27-D5550-6.7 Rescue First Response Dodge 5500 6.7 Diesel		
BC04	B-27-IH4200 Rescue First Response IH4200		
BC05	B-27 Rescue First Response Customer Furnishes Chassis		
C. Boston Whaler			
C. Special Service			
CC01	Boston Whaler, 19' Guardian Fire/Rescue, Fire Pump		
CC02	Boston Whaler, 22' Guardian Fire/Rescue, Fire Pump		
CC03	Boston Whaler, 25' Guardian Fire/Rescue, Fire Pump		
CC04	Boston Whaler, 27' Challenger Fire/Rescue, Fire Pump		
CC05	Boston Whaler, 27' Guardian Fire/Rescue, Fire Pump		
CC06	Boston Whaler, 27' Vigilant Fire/Rescue, Fire Pump		
D. Braun			
A. Ambulance			
DA01	Chief XL - Type III - Chev G-3500 6.0L Engine - 12,300# GVWR 189" Wheelbase - 72" Headroom - 169" L Full Seam Welded Module - Sliding Side Door		
DA02	Chief XL Select - Type I -Ford F-450 - 6.0L Engine - 16,000# GVWR - 189" Wheelbase - 72" Headroom -166"L Full Seam Welded Module		
DA03	Chief XL Select - Type III - Ford E-450 -6.0 L Engine - 14,050# GVWR - 158" Wheelbase - 72" Headroom -169"L Full Seam Welded Module		
DA04	Chief XL Select - Type III - Chev C-4500 - 6.6 L Engine - 16,500# GVWR- 166" Wheelbase - 72" Headroom -166"L Full Seam Welded Module		

DA05	Express - Type I - Ford F-350 - 6.0 L Engine - 13,000# GVWR - 165" Wheelbase- 68" Headroom - 144"L Full Seam Welded Module - Sliding Side Door	
DA06	Express-Type III-Ford E-350- 6.0 L Engine - 11,500# GVWR - 138" Wheelbase - 68" Headroom - 144"L Full Seam Welded Module - Sliding Side Door	
DA07	Express- Type III - Chev G-3500 - 6.0 L Engine - 12,300# GVWR - 139" Wheelbase - 68" Headroom - 144"L Full Seam Welded Module - Sliding Side Door	
DA08	Raider Select - Type III - Chev G-3500 6.0 L Engine - 12,300# GVWR - 139" Wheelbase - 69.5" Headroom - 147"L Full Seam Welded Module	
DA09	Raider Prestige - Type III - Chev G-3500 - 6.0L Engine - 12,300 # GVWR - 139" Wheelbase - 69.5" Headroom - 147"L Full Seam Welded Module - Sliding Side Door	
DA10	Chief XL Prestige - Type III - Ford E-450 - 6.0L Engine - 14,050# GVWR - 158" Wheelbase - 72" Headroom - 169"L Full Seam Welded Module - Sliding Side Door	
DA11	Chief XL Prestige - Type I - Ford F450 - 6.0L Engine - 16,000# GVWR - 189" Wheelbase - 72" Headroom -166"L Full Seam Welded Module - Sliding Side Door	
DA12	Raider Prestige - Type III - For E-350 - 6.0L Engine - 11,500 # GVWR - 138" Wheelbase - 69.5" Headroom - 147"L Full Seam Welded Module - Sliding Side Door	
DA13	Raider Select - Type I - Ford F-350 - 6.0L Engine - 13,000# GVWR - 165" Wheelbase - 69.5" Headroom - 147"L Full Seam Welded Module	
DA14	Raider Prestige - Type I- Ford F-350 - 6.0 L Engine - 13,000# GVWR - 165" Wheelbase - 69.5" Headroom - 147" Full Seam Welded Module - Sliding Side Door	
DA15	Super Chief Select - Type I Medium Duty - International LP4300- DT466 - 220 Hp Engine - 20,000# GVWR - 73" Headroom - 175" Wheelbase - 170" Full Seam Welded Module	
E. Crestline Coach		
A. Ambulance		
EA01	New Era XC Type III - Ford E350, 138" WB, 151" aerobody	
EA02	Fleetmax Type III - Ford E350, 158" WB, 164" aerobody	
EA03	Commander Type III - Ford E450, 158" WB, full size 164" aerobody	
EA04	Legend Type III - Ford E450, 158" WB, full size 162.5" traditional body	
F. Dodgen Industries		
C. Special Service		
FC01	24' Mobile Command Center; A Hand Molded and Gelcoated Fiberglass Self-Contained Unit	
G. Emergency Vehicles Inc. (EVI)		
GC01	Ford 450, 2-Door, (4 x 2) Single Axle, 10' Non-Walk-In Aluminum Rescue Body	
GC02	Ford 550, 2-Door, (4 x 2) Single Axle, 12' Non-Walk-In Aluminum Rescue Body	
GC03	Ford 550, 2-Door, (4 x 2) Single Axle, 12' Walk-In Aluminum Rescue Body	
GC04	Ford 550, 2-Door, (4 x 2) Single Axle, 10' Quick Attack/Brush Truck Aluminum Body	
GC05	Ford 550, 2-Door, (4 x 2) Single Axle, 14' Tactical/Command Aluminum Body	
GC06	Ford 550, 2-Door, (4 x 2) Single Axle, 16' Tactical/Command Aluminum Body	
GC07	International 4400, 2-Door, Single Axle, 20' Tactical/Command Aluminum Body	
GC08	Freightliner M2, 2-Door, Single Axle, 20' Tactical/Command Aluminum Body	
GC09	International 4400, 2-Door, Single Axle, 28' Tactical/Command Aluminum Body	
GC10	Freightliner M2, 2-Door, Single Axle, 28' Tactical/Command Aluminum Body	
GC11	Custom 2-Door, Single Axle, 30' Tactical/Command Aluminum Body	
GC12	Freightliner MT55, Single Axle, 28' Step Van Tactical/Command Aluminum Body	
GC13	Freightliner M2, Single Axle, 24' EOD/Command Aluminum Body	
H. Farber Specialty Vehicles		
C. Special Service		
HC01	E450-CUTAWAY-23 23' CRIME SCENE UNIT	
HC02	E450-CUTAWAY-25 25' COMMAND CENTER	
HC03	CC5500-19500-325HP 25' MULTI PURPOSE COMMAND CENTER	

HC04	CC5500-22000-300HP 29' INTEROPERABILITY VAN	
HC05	MH30-V10-362HP 30' COMMAND CENTER	
HC06	MH33-V10-362HP 33' COMMAND CENTER	
HC07	MH38-V10-362HP 38' COMMAND CENTER 3	
HC08	MH38-V10-362HP – CC 38' COMMAND COMMUNICATIONS CENTER	
HC09	S27FL-MT55-260HP 27' BOMB/ARSON UNIT	
HC10	S29FL-MT55-260HP 29' COMMAND CENTER	
HC11	S33FL-MT55-260HP 33' COMMAND CENTER	
HC12	S35FL-MT55-260HP 35' COMMAND CENTER	
HC13	S39FL-MT55-260HP 39' COMMAND CENTER	
HC14	S39WB-MT55-260HP 39' COMMAND CENTER	
HC15	S39WB-MT55-260HP-CC 39' COMMAND COMMUNICATIONS CENTER	
HC16	FARBER37FL-XCR 37. 37' COMMAND CENTER	
HC17	FARBER40FL-XCR 40' COMMAND CENTER	
HC18	M2-MBE900-350HP 37' COMMAND CENTER	
HC19	SPRINTER-3500-MBE-3.0L 21' COMMAND CENTER	
HC20	TRAILER-30 30' COMMAND / COMMUNICATIONS CENTER	
HC21	TRAILER-53 53' COMMUNICATIONS/HAZMAT/COMMAND CENTER	
HC22	PREVOST H3-45 45' COMMAND CENTER	
I. Ford		
C. Special Service		
IC01	First Base Fully Integrated Disaster Rapid Response Kit with the Power and Payload to House, Feed, Sleep, and care for 30 people in the field for up to 2 weeks.	
J. Frazer		
A. Ambulance		
JA01	Type I 12' on Chevrolet C3500 6.0 Gas DRW Cab/Chassis, Gen Pwr Mod	
JA02	Type I 12' on Chevrolet C3500 Duramax Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA03	Type I 12' on Ford F-350 Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA04	Type I 12' on Dodge Ram 3500 Gas DRW Cab/Chassis, Gen Pwr Mod	
JA05	Type I 12' on Dodge Ram 3500 Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA06	Type I 14' on Chevrolet C4500 8.1 Gas DRW Cab/Chassis Gas, Gen Pwr Mod	
JA07	Type I 14' on Chevrolet C4500 Duramax Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA08	Type I 14' on Ford F-450 Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA09	Type I 14' on Dodge Ram 4500 Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA10	Type I 14' on Freightliner Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA11	Type I 14' on International 4300LP Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA12	Type III 12' on Chevrolet G-cutaway 6.0 Gas DRW Cab/Chassis, Gen Pwr Mod	
JA13	Type III 12' on Chevrolet G-cutaway Duramax Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA14	Type III 12' on Ford E-350 Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA15	Type III 14' on Chevrolet C4500 Cutaway 8.1 Gas DRW Cab/Chassis, Gen Pwr Mod	
JA16	Type III 14' on Chevrolet C4500 Cutaway Duramax Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA17	Type III 14' on Chevrolet G-cutaway Gas DRW Cab/Chassis, Gen Pwr Mod	
JA18	Type III 14' on Chevrolet G-cutaway Duramax Diesel DRW Cab/Chassis, Gen Pwr Mod	
JA19	Type III 14' on Ford E-450 Diesel DRW Cab/Chassis, Gen Pwr Mod	
C. Special Service		
JC01	Urban Command Vehicle 8'9" on Chevrolet C2500 Gas SRW Crew Cab/Chassis, Gen Pwr Mod	
JC02	Urban Command Vehicle 8'9" on Chevrolet C2500 Duramax Diesel SRW Crew Cab/Chassis, Gen Pwr Mod	
JC03	Urban Command Vehicle 8'9" on Chevrolet C3500 Gas SRW Crew Cab/Chassis, Gen Pwr Mod	

JC04	Urban Command Vehicle 8'9" on Chevrolet C3500 Duramax Diesel SRW, Gen Pwr Mod	
JC05	Urban Command Vehicle 8'9" on Ford F-350 Gas SRW Crew Cab/Chassis, Gen Pwr Mod	
JC06	Urban Command Vehicle 8'9" on Ford F-350 Diesel SRW Crew Cab/Chassis, Gen Pwr Mod	
JC07	Urban Command Vehicle 9'9" on Chevrolet C3500 Gas DRW Crew Cab/Chassis, Gen Pwr Mod	
JC08	Urban Command Vehicle 9'9" on Chevrolet C3500 Duramax Diesel DRW Crew Cab/Chassis, Gen Pwr Mod	
JC09	Urban Command Vehicle 9'9" on Ford F-350 Gas DRW Crew Cab/Chassis, Gen Pwr Mod	
JC10	Urban Command Vehicle 9'9" on Ford F-350 Diesel DRW Crew Cab/Chassis, Gen Pwr Mod	
K. Frontline Communications		
C. Special Service		
KC01	Command-17 Chevrolet Suburban-4x4, 200 AMP alternator, (2) 34 RU equipment racks, I/O panel, MEPS Power system, custom power distribution system, shore power, roof rack, (6) DC exterior lights. Visit our website for more information.	
KC02	Command 22-A/B Dodge/Freightliner Sprinter 3500HC diesel van - 9990 GVWR - 22 feet approximate length - 7.5kW diesel generator. Vehicle includes (5) Workstations and (1) half height equipment rack. Visit our web site for more information.	
KC03	Command-25 Chevrolet/GMC C5500 chassis or International 4200 or equivalent - 22,500 (2X4) GVWR - 25 feet approximate length - Modular aluminum body - 7.5kW diesel generatorA self-contained/self-supporting platform consisting of a single section that will provide support to five (5) Users Stations, one (1) full size equipment rack, and a Galley area. Visit our web site for more information.	
KC04	Command-31 MT-55 chassis, 31 feet approximate length, 218" weelbase, Cummins diesel 260 HP engine, Allison 2100 series EVS transmission, .125 aluminum exterior wall, 15kw water cooled diesel powered generator, (3) 13,500 BTU roof top air conditioners, conference table, lavatory, galley, (4) workstations. Visit our website for more information.	
KC05	Command 30 Freightliner M2-106 or International 4200 chassis or equivalent - 33,000 GVWR - 30 feet approximate length - Modular aluminum body - 20kW diesel generatorA self-contained/self-supporting platform consisting of a rear conference area and a separate forward work area with four (4) workstations. Visit our web site for more information.	
KC06	Command 35 Freightliner M2-106 International 4300 chassis or equivalent - 33,000 GVWR - 35 feet approximate length - Modular aluminum body - 20kW diesel generatorA self-contained/self-supporting platform consisting of a conference area, galley area, lavatory, and work area with two (2) workstations, a separate work counter, and a full size equipment rack. Visit our web site for more information.	
KC07	Command 35X-1 Freightliner M2-106 International 4300 chassis or equivalent - 35,600 GVWR - 35 feet approximate length - Modular aluminum body - 20kW diesel generatorA self-contained/self-supporting platform consisting of a rear conference room with a three (3)-position workstation installed in a street side slide-out section, a galley area, a lavatory, two (2) forward workstations, and a full size equipment rack beside a work counter with overhead cabinets . Visit our web site for more information.	
KC08	Command 35X-2 Freightliner M2-106 International 4300 chassis or equivalent - 35,600 GVWR - 35 feet approximate length - Modular aluminum body - 20kW diesel generatorA self-contained/self-supporting platform consisting of a rear conference room with a three (3)-position workstation installed in street side and curbside slideout sections slide-out sections, a galley area, a lavatory, two (2) forward workstations, and a full size equipment rack beside a work counter with overhead cabinets . Visit our web site for more information.	

KC09	Command 40 Freightliner M2-106 International 7400 chassis or equivalent - 54,000 GVWR - 40 feet 9 inches approximate length - Modular aluminum body - 20kW diesel generatorA self-contained/self-supporting platform consisting of a conference area, galley area, lavatory, and work area with four (4) workstations a separate work counter and a full size equipment rack. Visit our web site for more information.	
KC10	Command 40X-1 Freightliner M2-106 International 7400 chassis or equivalent - 54,000 GVWR - 40 feet 9 inches approximate length - Modular aluminum body - 20kW diesel generatorA self-contained/self-supporting platform consisting of a conference area, galley area, lavatory, and work area with four (4) workstations, separate work counter and a full size equipment rack. Visit our web site for more information.	
KC11	Command 40X-2 Freightliner M2-106 International 7400 chassis or equivalent - 54,000 GVWR - 40 feet 9 inches approximate length - Modular aluminum body - 20kW diesel generatorA self-contained/self-supporting platform consisting of a conference area with a slide-out section on both sides of the body, galley area, lavatory, and work area with four (4) workstations a separate work counter and a full size equipment rack. Visit our web site for more information.	
KC12	Command 40X-3 Freightliner M2-106 International 7400 chassis or equivalent - 54,000 GVWR - 40 feet 9 inches approximate length - Modular aluminum body - 20kW diesel generatorA self-contained/self-supporting platform consisting of a conference area with 3 slideout sections, galley area, lavatory, and work area with four (4) workstations a separate work counter and a full size equipment rack. Visit our web site for more information.	
KC13	Command 35T Custom trailer chassis - 20,000 GVWR - 35 foot body - 39 feet overall length - Modular aluminum body - 20kW diesel generatorA self-contained / vehicle supported platform consisting of a conference area, galley area, lavatory, and work area with six (6) workstations, and a four (4) full size equipment racks. Visit our web site for more information.	
KC14	Command 40TX-2 Custom trailer chassis - 40,000 GVWR - 40 foot body - 44 feet overall length - Modular aluminum body - 20kW diesel generatorA self-contained / vehicle supported platform consisting of a conference area, galley area, lavatory, and work area with six (6) workstations, and a four (4) full size equipment racks. Visit our web site for more information.	
KC15	Command 53TX-4 Custom trailer chassis, 53 foot body, 4 slideouts, galley, lavatory, 12 person conference room, 16 person dispatch/workstation section, 4 full height racks located electronic equipment rack room, roof top platform. Visit our website for more information.	

L. General Truck Body

C. Special Service

LC01	MCU 1200, 12-FT Mobile Command Center. Aluminum Body. 3 Work Stations. Roof Mounted AC. Interior Cabinets/Exterior Storage. Ford F550.	
LC02	MCC 1600, 16-FT Mobile Command Center. Aluminum Body. 3 Work Stations. Centrally Located Computer Rack. Roof Mounted AC. Ford F650.	
LC03	MCC1600, 20-FT Mobile Command Center. Aluminum Body. 5 Work Stations. Centrally Located Computer Rack. 3 Roof Mounted AC. Ford F650.	
LC04	MCC 2600, 26-FT Mobile Command Center. Aluminum Body. 3 Work Stations. Conference Area. 3 Roof Mounted AC. Ford F750	
LC05	MCC 4000, 40-FT Mobile Command Center. Aluminum Exterior Panels. 6 Work Stations. Conference Area. 3 Roof Mounted AC. Trailer Mounted	
LC06	8MSV, 8-FT Mobile Surveillance Vehicle. 1 Work Station. Roof Mounted AC. 5500 KW Generator. Ford F550	
LC07	14MSV, 14-FT Mobile Surveillance Vehicle. Maximum 3 Work Stations. Roof Mounted AC. 7.5 KW Generator. MT-45 Stepvan	
LC08	MCV 2000, 20-FT Mobile Communications Unit. Maximum 3 Work Stations. 2 Roof Mounted AC. 10KW Generator. MT-45 Stepvan	
LC09	MCV 2800, 28-FT Mobile Communications Unit. 3 Work Stations. Conference Area. 2 Roof Mounted AC. 12 KW Generator. MT-55 Stepvan	

LC10	PEV 3000, 30-FT Patient Evacuation Unit. Litter and Wheelchair transport. Oxygen Supply. Medical Air. Freightliner CL 112	
LC11	20 DENTAL, 20-FT Mobile Dental Unit. 1 Dental Chair. Restroom. Expandable Side. Ford F650	
LC12	26 DENTAL, 26-FT Mobile Dental Unit. 2 Dental Chairs. Restroom. Expandable Side. Ford F750	
LC13	28 VET, 28-FT Mobile Animal Control Unit. Surgery Room. Animal Cage System. 3 Roof Mounted AC. Isuzu FVR	
LC14	BATVAN, Breath Analyzer Van. 2 Compartment Holding Area. GatorCoat Interior Surface. Emergency Light System. Dodge Sprinter Series 170	
LC15	MDT 3000, 30-FT Mobile Display/Training Unit. Wheelchair Lift. 2 Curbside Personnel Doors. Expandable Side. Bathroom. Freightliner CL 112	
M. KME		
C. Special Service		
MC01	Ford F-550 (4 x 2) Chassis, 2 Door, Light Duty 10' Walk-Around Rescue	
MC02	Ford F-550 (4 x 2) Chassis, 2 Door, Light Duty 12' Walk-In Rescue	
MC03	International 4300 Crew Transport Vehicle, 10 Passenger Body	
N. Horton		
A. Ambulance		
NA01	H-MD-10, Horton Model 525, CHEVY/GM 4500, 157"L x 96"W x 68"HR	
NA02	H-MD-11, Horton Model 535, CHEVY/GM 4500, 163"L x 96"W x 72"HR	
NA03	H-MD-12, Horton Model 555, CHEVY/GM 4500, 169"L x 96"W x 72"HR	
NA04	H-MD-13, Horton Model 603, International Navistar, 167"L x 96"W x 70"HR	
NA05	H-MD-14, Horton Model 603, Freightliner M2, 167"L x 96"W x 70" HR	
NA06	H-MD-15, Horton Model 623, Freightliner M2, 173"L x 96"W x 72"HR	
NA07	H-MD-16, Horton Model 623, International Navistar, 173"L x 96"W x 72"HR	
NA10	H-T1-19, Horton Model 457, Type I FORD F450 4x2, 157"L x 96"W x 72"HR	
NA11	H-T1-20, Horton Model 603, Type I FORD F450 4x2, 167"L x 96"W x 70" HR	
NA12	H-T1-21, Horton Model 623, Type I FORD F450 4x2, 173"L x 96"W x 72"HR	
NA13	H-T3-20, Horton Model 403, Type III FORD E350 137"L x 94"W x 64"HR	
NA14	H-T3-21, Horton Model 453, Type III FORD E350 145"L x 94"W x 68"HR	
NA15	H-T3-22, Horton Model 523, Type III FORD E450 157"L x 96"W x 68"HR	
NA16	H-T3-23, Horton Model 533, Type III FORD E450 163"L x 96"W x 72"HR	
NA17	H-T3-24, Horton Model 553, Type III FORD E450 169"L x 96"W x 72"HR	
B. EMS/Rescue		
NB01	H-R-10, Horton LDR 120 Rescue, FORD F550 4x2 120"L x 94"W x 68"H	
NB02	H-R-11, Horton LDR 145 Rescue, FORD F550 4x2 145"L x 94"W x 68"H	
NB03	H-R-12, Horton LDR 168 Rescue, FORD F550 4x2 168"L x 94"W x 68"H	
NB04	H-R-13, Horton MDR 168 Rescue, International Navistar 4400LP, 168"L (14')	
NB05	H-R-14, Horton MDR 180 Rescue, International Navistar 4400LP, 180"L (15')	
NB06	H-R-15, Horton HDR 168 Rescue, International Navistar 7400LP, 168"L (14')	
NB07	H-R-16, Horton HDR 192 Rescue, International Navistar 7400LP, 192"L (16')	
NB08	H-R-17, Horton HDR 216 Rescue, International Navistar 7400LP, 216"L (18')	
NB09	H-R-18, Horton HDR 240 Rescue, International Navistar 7400LP, 240"L (20')	
NB10	H-R-19, Horton HDR 264 Rescue, International Navistar 7400LP, 264"L (22')	
O. LDV		
C. Special Service		
OC01	DEC20TT-05, Decontamination Trailer	
OC02	EOD16LLS215-05, Explosives Disposal Vehicle	
OC03	EOD18CSY295-05, Explosives Disposal Vehicle	
OC04	MCC16CLY325 4WD-05, Mobile Command & Control Vehicle	
OC05	MCC20LLS260L-05, Mobile Command & Control Vehicle	
OC06	MCC24LLS260L-05, Mobile Command & Control Vehicle	
OC07	MCC30CLY300S-05, Mobile Command & Control Vehicle	
OC08	MCC30LLS260L-05, Mobile Command & Control Vehicle	

OC09	MCC30LLS300H-05, Mobile Command & Control Vehicle	
OC10	MCC30LLS300S-05, Mobile Command & Control Vehicle	
OC11	SWT18CLY300-05, SWAT Vehicle	
P. Life Line		
A. Ambulance		
PA01	Type I Highliner 171" GMC C4500 & C5500	
PA02	Type I Highliner 171" Freightliner M2	
PA03	Type I Highliner 171" International 4300 & 4400	
PA04	Type I Parliner Ford F350, F450	
PA05	Type III 147" Paraliner Ford E350, Chevy G 30	
PA06	Type III Superliner 167" Ford E450	
Q. Marque		
A. Ambulance		
QA01	Type I 144 Cadet F350	
QA02	Type I 144 Cadet Chevrolet 3500	
QA03	Type I 148 Commando	
QA04	Type I 148 Cammando Chevrolet 3500	
QA05	Type I 148 Recruit F350	
QA06	Type I 148 Chevrolet 3500	
QA07	Type I 164 MD Commando	
QA08	Type I 164 MD Recruit	
QA09	Type I 170 MD Brigadier	
QA10	Type II Squad 2 Ford E-350	
QA11	Type II Squad 2 Chevrolet 3500	
QA12	Type III 148 Commando Ford E-350	
QA13	Type III 148 Commando Chevrolet 3500	
QA14	Type III 148 Recruit Ford E-350	
QA15	Type III 148 Recruit Chevrolet 3500	
QA16	Type III 164 Commando	
QA17	Type III 164 MD Commando	
QA18	Type III 164 MD Recruit	
QA19	Type III 164 Recruit	
QA20	Type III 170 Brigadier	
QA21	Type III 170 MD Brigadier Conversion Only	
QA22	Type III Cadet	
R. Matthews Specialty Vehicles, Inc.		
C. Special Service		
RC01	MSV-CC-1000-102-20, Mobile Command Center, International 3200 Diesel, Custom 20'L x 102"W Aluminum Body	
RC02	MSV-CC-1000-102-24, Mobile Command Center, International 3200 Diesel, Custom 24'L x 102"W Aluminum Body	
RC03	MSV-CC- 2000-30, Mobile Command Center, Freightliner MT-55 Diesel, 30' Aluminum Morgan Olson Body	
RC04	MSV-CC-4000-102-40, Mobile Command Center, Thomas 40' Diesel Custom Chassis, 40'L x 102"W Custom Aluminum Body	
RC05	MSV-CC-5000-102-40, Mobile Command Center, Freightliner XC 40' Custom Diesel Chassis, 40'L x 102"W Custom Aluminum Body	
RC06	MSV-CC-5000-102-45, Mobile Command Center, Freightliner XC 45' Custom Diesel Chassis, 45'L x 102"W Custom Aluminum Body	
S. MBF Industries, Inc.		
C. Special Service		
SC01	FR-LD-01-SUV-LWB-First Responder -Yukon or Suburban SUV - LONG WHEEL BASE-4WD-6.0L: Two (2) rear seat workstations , (2 1/2) equipment racks, roof platform with scene lighting	

SC02	FR-LD-02-SUV-SWB-First Responder -Yukon SUV - SHORT WHEEL BASE-2WD-5.3L: One (1) rear seat workstation, (1) equipment rack, roof platform with scene lighting	
SC03	FR-MD-01-First Responder - #2 -GMC/Utility Body: GMC 4500 or equal Regular Cab (Crew Cab Optional), diesel, 17,500 lb. GVWR, 8KW generator, Commercial utility body GWVR 17,500 lb.	
SC04	MCC-LD-01-Light Duty #1 - Mobile Command Freightliner "Sprinter" 3500 SHC cargo van,(3) workstations, 7.5KW generator.	
SC05	MCC-MD-01-Medium Duty #1 - Mobile Command: Three (3) workstations, GMC C5500 or equal, regular cab, 17,500 lb. GVWR, 60.L diesel, 15' body.	
SC06	MCC-SD-01-Standard Duty #1 - Mobile Command Four (4) forward workstations, restroom, galley and conference room to seat six (6): Freightliner M2 chassis, 29,000 lb. GVWR, 260HP MB engine.	
SC07	MCC-SD-02-Standard Duty #2 - Mobile Command Three (3) forward workstations, equipment rack and conference room to seat five (5) with slide out: Freightliner M2 chassis, 26,000 lb. GVWR, 260HP MB engine.	
SC08	MCC-HD-01- Heavy Duty #1 - Mobile Command Five (5) forward workstations, restroom & galley, (2) equipment racks and conference room to seat five (5): Freightliner M2 chassis, 33,000 lb. GVWR, 300HP engine.	
SC09	MCC-HD-02-Heavy Duty #2 - Mobile Command Five (5) forward workstations, restroom & galley, (2) equipment racks and conference room to seat five (5), (2) slide outs: Freightliner M2 chassis, 35,000 lb. GVWR, 330HP .	
SC10	MCC-EHD-01-Extra Heavy Duty #1 - Mobile Command Eight (8) rear workstations, restroom & galley, (1) equipment rack and conference room to seat nine (9), (3) slide outs: Freightliner M2 chassis, 54,000 lb. GVWR, 410HP .	
SC11	MCC-EHD-02-Extra Heavy Duty #2 - Mobile Command Sixteen (16) workstations, restroom & galley, (4) equipment rack, (2) removable conference tables, (2) slide outs: Freightliner M2 chassis, 54,000 lb. GVWR, 350HP engine, .	
SC12	UCC-MD-01-Utility Communications Command Center Vehicle GMC C4500 or equal crew cab, 4x4, 300HP Duramax engine	
SC13	COM-HD-01-Heavy Duty #1 - Mobile Communications: Three (3) forward workstations, (3) equipment racks and conference room to seat five (5): Freightliner M2 or equal chassis, 35,000 lb. GVWR, 330HP engine,	
SC14	MCC-20T-01-20' Mobile Command Trailer, Aluminum body, double axle, (2) A/C, (4) workstations, galley, (1) equipment rack, I/O pane, 10KW generator, scene lights	
SC15	MCC-35T-01-35-40' Gooseneck Mobile Command Trailer, Aluminum triple axle, 22,500 lbs., (4) workstations with roll around chairs, bench seating, galley. GWVR 22,500 lb.	
SC16	MCC-53ST-01-53' Heavy Duty Mobile Command Trailer, No slide outs, conference room to seat (9), bench seating for (6), Scrib workstation, (2) racks, galley, Control Officer position, restroom, (8) workstations. GWVR Max. 60,000 lbs.	
SC17	MCC-53CT-01-53' Custom Heavy Duty Mobile Command Trailer, (3) slide outs, conference table to seat (8), (28) workstations, (8) racks, galley, (2) entrance & exit steps,GWVR Max. 60,000 lbs.	

T. McCoy Miller

A. Ambulance

TA01	Type I 146SE Ford F-350 XL 165"WB 12,500 GVW DRW	
TA02	Type I AD 146SE Ford 165" WB XL	
TA03	Type I Freightliner Rescue Medic- Conversion only	
TA04	Type I GMC Rescue Medic C4500/C5500	
TA05	Type I International Rescue Medic - Conversion Only	
TA06	Type II Guardian XL Ford E-350 138" WB 9400 GVW	
TA07	Type II Guardian XL Chevrolet 3500	
TA08	Type III AD Medic 163 SE Ford E-450 XL 158" WB 14,050 GVW DRW	
TA09	Type III AD Medic 170 SE Ford E-450 XL 158" WB 14,050 GVW DRW	
TA10	Type III Medic 142 SSB Ford E-350 XL 138" WB 10,700 GVW DRW	

TA11	Type III Medic 142 Chevrolet 3500	
TA12	Type III Medic 146 SE Ford E-350 XL 138" WB 10,700 GVW DRW	
TA13	Type III Medic 146 SE Chevrolet 3500	
TA14	Type III Medic 150 SE Ford E-350 XL 138" WB 10,700 GVW DRW	
TA15	Type III MM 138 SE Ford E-350 XL 138" WB 9,600 GVW SRW	
TA16	Type IV Mini Rescue Ford F-350 165" WB 12,500 GVW	
U. Medix		
A. Ambulance		
UA01	Type I Metro Express F-350 142"	
UA02	Type I Metro Express F-350 150"	
UA03	Type I Chevrolet 3500 142"	
UA04	Type II Silverhawk Ford E-350	
UA05	Type II Silverhawk Chevy 3500	
UA06	Type III 142 Metro Express Ford E-350	
UA07	Type III 142 Metro Express Chevrolet 3500	
UA08	Type III RP90 Metro Express Ford E-350	
UA09	Type III RP90 Metro Express Chevrolet 3500	
UA10	Type III 150 Metro Express Ford E-350	
UA11	Type III 150 Metro Express Chevrolet 3500	
UA12	Type III 166 Metro Express Ford E-350	
UA13	Type III 166 Metro Express Chevrolet C4500	
UA14	Type III 166 Metro Express International	
UA15	Type III 166 Metro Express Freightliner	
V. Medtec		
A. Ambulance		
VA01	AD-170 Type 1 Ambulance, 2008 International DuraStar, 215 HP, Allison 2400 Transmission, 20,000 GVWR, 170" Aluminum Body, 72" Headroom	
VA02	AD-170 Type 1 Ambulance, 2008 GM CC4500, 300 HP 6.6L DuraMax Diesel, 16,500 GVWR, 170" Aluminum Body, 72" Headroom	
VA03	AD-170 Type 1 Ambulance, 2008 Ford F-650, 19,500 GVWR, 170" Aluminum Body, 72" Headroom	
VA04	AD-170 Type 1 Ambulance, 2008 Freightliner M2, MBE 900 230 HP, 20,000 GVWR, 170" Aluminum Body, 72" Headroom	
VA05	PD-168F Type 1 Ambulance, 2008 Ford F-450, 189" WB, 6.4L PowerStroke Diesel, 168" Aluminum Body, 72" Headroom	
VA06	PD-168D Type 1 Ambulance, 2008 Dodge 4500, 6.7L Cummins Diesel, 168" Aluminum Body, 72" Headroom	
VA07	PD-146 Type 1 Ambulance, 2008 Ford F-350, 6.4L PowerStroke Diesel, 146" Aluminum Body, 165" WB, 68" Headroom	
VA08	PD-146 Type 1 Ambulance, 2008 Ford F-450, 6.4L PowerStroke Diesel, 146" Aluminum Body, 165" WB, 68" Headroom	
VA09	PD-146 Type 1 Ambulance, 2008 Dodge 4500, 6.7L Cummins Diesel, 146" Aluminum Body, 68" Headroom	
VA10	FD-144F Type 1 Ambulance, 2008 Ford F-350, 6.4L PowerStroke Diesel, 146" Aluminum Body, 68" Headroom	
VA11	AD-170 Transport Capable Rescue (TCR), 2008 GM CC5500, 300 HP 6.6L DuraMax Diesel, 170" Aluminum Body, 72" Headroom	
VA12	PD-168 Type 3 Ambulance, 2008 Ford E-450 Cutaway, 14,500 GVWR, 6.0L PowerStroke Diesel, 168" Aluminum Body, 158" WB, 68" Headroom	
VA13	AD-170C Type 3 Ambulance, 2008 GM 4500 Cutaway, 16,500 GVWR, 6.6L DuraMax Diesel, 170" Aluminum Body, 168" WB, 72" Headroom	
VA14	FD-144D Type 3 Ambulance, 2008 Ford E-350, 138" WB, 6.0L PowerStroke Diesel, 144" Aluminum Body, 64" Headroom	
VA15	FD-146G Type 3 Ambulance, 2008 Chevrolet G-Cutaway, 139" WB, 6.6L DuraMax Diesel, 146" Aluminum Body, 64" Headroom	

VA16	FD-160 Type 3 Ambulance, 2008 Ford E-450 Cutaway, 158" WB, 6.0L PowerStroke Diesel, 160" Alumnum Body, 68" Headroom	
VA17	FD-Van, Type 2 Ambulance, 2008 Ford E-350 Van, 138" WB, 6.0L PowerStroke Diesel, Standard / Fixed Interior, 66" Headroom	
VA18	PD-Van, Type 2 Ambulance, 2008 Ford E-350 Van, 138" WB, 6.0L PowerStroke Diesel, Configurable Interior, 66" Headroom	
W. Mobility Works		
C. Special Service		
WC01	M-WC-01, Mobility Wheelchair Van - FORD E250 4.6L V8 Regular Length Van	
WC02	M-WC-02, Mobility Wheelchair Van - FORD E250 4.6L V8 Extended Length Van	
WC03	M-WC-03, Mobility Wheelchair Van - FORD E350 5.4L V8 Extended Length Van	
WC04	M-WC-04, Mobility Wheelchair Van - FORD E350 5.4L V8 Diesel Extended Length Van	
X. Osage		
A. Ambulance		
XA01	Type I Warrior Ford F-350	
XA02	Type I Warrior Ford F-450 (2x2)	
XA03	Type I Warrior Ford F-450 (4x4)	
XA04	GMC Super Warrior C-4500	
XA05	International Super Warrior	
XA06	Freightliner Super Warrior	
XA07	Ford Travois Type II E-350	
XA08	Chevy Travois Type II 3500	
XA09	Ford Brave Type III E-350	
XA10	Chevy Brave Type III 3500	
XA11	Ford Warrior Type III E-350	
XA12	Ford Super Warrior Type III E-450	
Y. PL Custom Emergency Vehicles		
A. Ambulance		
YA01	Type III Medallion 170, Ford E450, Body Length 170"	
YA02	Type III Medallion 100, Chev C3500, Body Length 164"	
YA03	Type III Medallion 80 Chev C3500, Body Length 147"	
YA04	Type III Medallion 80 Chev C3500, Body Length 147"	
YA05	Type III Sentry 360 Chev C3500, Body Length 144"	
YA06	Type III Sentry 360 Ford E350, Body Length 144"	
YA07	Type I Crusader Ford F350 4x2 165" WB, Body Length 147"	
YA08	Type I Crusader 156 Ford F450 4x2 165" WB, Body Length 156	
YA09	Type I Crusader 156 Ford Ford F450 4x4 , 165" WB, Body Length 156	
YA10	Type I Crusader 170 Ford F450 4x2 189" WB, Body Length 170"	
YA11	Type I Crusader 170 Ford F450 4x4 189" WB, Body Length 170"	
YA12	Medium Duty Titan C4500, 168" WB, Body Length 170"	
YA13	Medium Duty Titan Chev 4500 4x4, Body Length 170"	
YA14	Medium Duty Titan International 4300, 168" Wb, Body Length 170"	
YA15	Medium Duty Titan Freightliner M2, 168" WB, Body Length 170"	
B. EMS/Rescue		
YB01	Non Walk In 12' 6" Rescue	
YB02	Non Walk In 14' 6" Rescue	
YB03	Non Walk In 16' 3" Rescue	
YB04	Non Walk In 18' 9" Rescue	
YB05	Non Walk In 20' Rescue	
YB06	Non Walk In 21' Rescue	
YB07	Non Walk In 22' 4" Rescue	
YB08	Non Walk In with Upper storage, 16' 3" Rescue	
YB09	Non Walk In with Upper storage, 18' 9" Rescue	
YB10	Non Walk In with Upper storage, 20' Rescue	
YB11	Non Walk In with Upper storage, 21' Rescue	

YB12	Non Walk In with Upper storage, 22' 4" Rescue	
YB13	Walk In Front Crew Cab 14' 6" Rescue	
YB14	Walk In Front Crew Cab 16' 3" Rescue	
YB15	Walk In Front Crew Cab 18' 9" Rescue	
YB16	Walk In Front Crew Cab 20' Rescue	
YB17	Walk In Front Crew Cab 21' Rescue	
YB18	Walk In Front Crew Cab 22' 4" Rescue	
YB19	Walk In 18' 9" Rescue	
YB20	Walk In 20" Rescue	
Z. Road Rescue		
A. Ambulance		
ZA01	Duramedic III, 146", Ford E350, 11,500 GVW	
ZA02	Duramedic III, 150", Chevrolet CG33503, 12,300 GVW	
ZA03	Duramedic Ultralight I, 144", Chevrolet K3500 (4 x 4), w/Air Ride, 12,000 GVW	
ZA04	Duramedic I, 146", Ford F350 (4 x 2), w/Air Ride, 13,000 GVW	
ZA05	Duramedic I, 146", Ford F350 4x4, w Air Ride, 13,000 GVW	
ZA06	Promedic III, 146", Ford E350, 11,500 GVW	
ZA07	Promedic III, 150", Chevrolet CG33503, 12,3000 GVW	
ZA08	Promedic I, 146", Ford F450 (4 x 2), w/Air Ride, 16,000 GVW	
ZA09	Promedic I, 146", Ford F450 (4 x 4), w/Air Ride, 16,000 GVW	
ZA10	Ultramedic III, 168", Ford E450, 14,500 GVW	
ZA11	Ultramedic III, 170", Chevrolet G4500 Cutaway, 14,200 GVW	
ZA12	Ultramedic I, 168", Ford F450 (4 x 2), w/Air Ride, 16,000 GVW	
ZA13	Ultramedic I, 168", Ford F450 (4 x 4), w/Air Ride, 16,000 GVW	
ZA14	Ultramedic MD, 168" x 96, Navistar, w/Air Ride, 20,000 GVW	
ZA15	Ultramedic MD, 168" x 96, Freightliner M2, w/Air Ride, 20,000 GVW	
ZA16	Tranmedic II, 144" WB Sprinter, 8,550 GVW	
AA. Supreme Corporation		
C. Special Service		
AAC01	Avenger Armored Tactical Support Vehicle with room for 10-12 Tactical Responders. Includes full armored protection.	
AAC02	Supreme Rapid Deployment Vehicle; 14' x 78"x 96" FRP Body with Swat Bench Seating and Related Equipment.	
BB. Taylor Made		
A. Ambulance		
BBA01	Type I, F-350 DRW, 150" Module	
BBA02	Type I, F-450 DRW, 150" Module	
BBA03	Type I, F-550 DRW, 150" Module	
BBA04	Type I-HD, F-650, 164" Module	
BBA05	Type I-HD, F-650, 170" Module	
BBA06	Type I, GM-3500, 150" Module	
BBA07	Type I-HD, GM-4500, 164" Module	
BBA08	Type I-HD, GM-4500, 170" Module	
BBA09	Type I-HD, FL-M2, 164" Module	
BBA10	Type I-HD, FL-M2, 170" Module	
BBA11	Type I-HD, LP-4300, 164" Module	
BBA12	Type I-HD, LP-4300, 170" Module	
BBA13	Type II XL, E-350 XLT, HT Van	
BBA14	Type II LE, E-350 XL, HT Van	
BBA15	Type III, E-350 SRW, 144" Module	
BBA16	Type III, E-350 DRW, 150" Module	
BBA17	Type III, E-450 DRW Extend Cab, 164" Module	
BBA18	Type III, E-450 DRW, 156" Module	
BBA19	Type III, GM-TC 3500, 150" Module	
BBA20	Type III-HD, GM-TC 4500, 164" Module	

BBA21	Type III-HD, GM-TC 4500, 170" Module	
BBA22	Type III-HD, GM-TC 5500, 164" Module	
BBA23	Type III-HD, GM-TC 5500, 170" Module	
C. Special Service		
BBC01	F-550-RRV, Rapid Response Vehicle	
CC. Wheeled Coach		
A. Ambulance		
CCA01	Type I Custom Series, Ford F-350 DRW	
CCA02	Type I Custom Series, Ford F-450 DRW	
CCA03	Type I Custom Series, Dodge 3500, Cummins Diesel DRW	
CCA04	Type I Custom Series, Dodge 4500, Cummins Diesel DRW	
CCA05	Type I CitiMedic, Ford F-350 DRW	
CCA06	Type I CitiMedic, Chevrolet 3500 Diesel DRW	
CCA07	Type I CitiMedic, Dodge 3500, Cummins Diesel DRW	
CCA08	Type II Crusader Plus, Ford E-350 SRW	
CCA09	Type II Crusader Plus, Chevrolet G-30 SRW	
CCA10	Type II Sprinter Plus	
CCA11	Type III Custom Series, Ford E-350 DRW	
CCA12	Type III Custom Series, Chevrolet Cutaway Diesel DRW	
CCA13	Type III Custom Series, Ford E-450 DRW	
CCA14	Type III Custom Series, Chevrolet Cutaway Diesel DRW	
CCA15	Type III Custom Series, Ford E-450 DRW	
CCA16	Type VII CitiMedic, Ford E-350 DRW	
CCA17	Type VII CitiMedic, Chevrolet Cutaway Diesel DRW	
CCA18	Type IX, MAV, Chevrolet C-4500 Diesel DRW	
CCA19	Type IX, MAV, International 4300, Diesel DRW	
CCA20	Type IX, MAV, Freightliner FL-60, Diesel DRW	
CCA21	Type IX, MAV, Ford F-650	
C. Special Service		
CCC01	SRV, Ford F-350 Diesel DRW	
CCC02	SRV, Ford F-450 Diesel DRW	
CCC03	SRV, Ford F-550 Diesel DRW	
CCC04	SRV, Dodge, 4500 DRW	
CCC05	SRV, Medium Duty, Chevrolet	
CCC06	SRV, Medium Duty, Ford F-650	
CCC07	SRV, Medium Duty, International 4300	
CCC08	SRV, Medium Duty, Freightliner FL 60	
CCC09	SRV, Heavy Duty, International 4300	
CCC10	SRV, Heavy Duty, Freightliner FL-60	
CCC11	MAV Mobile Command Unit/Special Operations Freightliner Custom	
CCC12	MAV Mobile Command Unit/Special Operations International Custom	
DD. Quality Van Sales, Inc.		
C. Special Service		
DDC01	PAK I - Wheelchair Van, Ford E-250 Standard Van, Gasoline	
DDC02	PAK II - Wheelchair Van, Ford E-250 Extended Van, Gasoline	
DDC03	PAK II - Wheelchair Van, Ford E-350 Extended Van, Diesel	
EE. Wolf Coach		
C. Special Service		
EEC01	MC-2 08-19-100, SUV-based interoperability unit with basic network	
EEC02	MC-2 08-19-200, SUV-based interoperability unit with complex network and reachback	
EEC03	Sentry 08-20-100, Sprinter-based interoperability unit with basic network	
EEC04	Sentry 08-20-200, Sprinter-based interoperability unit with complex network and reachback	
EEC05	NERV 08-35-100, StepVan-based interoperability unit with basic network	

EEC06	NERV 08-35-200, StepVan-based interoperability unit with complex network and reachback	
EEC07	Sentinel 08-32-100, Custom body interoperability unit with basic network	
EEC08	Sentinel 08-32-200, Custom body interoperability unit with complex network and reachback	
EEC09	Super Sentinel 08-38-100, Extended custom body interoperability unit with basic network	
EEC10	Super Sentinel 08-38-200, Extended custom body interoperability unit with complex network and reachback	
EEC11	Ops Trailer 08 -32-100, Utility trailer-based interoperability unit with basic network	
EEC12	Ops Trailer 08 -32-200, Utility trailer-based interoperability unit with complex network and reachback	
EEC13	EOC Trailer 08 -53-100, Commercial trailer-based interoperability unit with basic network	
EEC14	EOC Trailer 08 -53-200, Commercial trailer-based interoperability unit with complex network and reachback	
EEC15	MC-2-MXT 08-19-100, MXT-based interoperability unit with basic network	
EEC16	MC-2-MXT 08-19-200, MXT-based interoperability unit with complex network and reachback	
EEC17	RB-075 08-100, 0.75 meter antenna and reachback package for satellite connectivity	
EEC18	RB-096 08-100, 0.96 meter antenna and reachback package for satellite connectivity	
EEC19	RB-120 08-100, 1.2 meter antenna and reachback package for satellite connectivity	

**FORM F - CHECK RETURN AUTHORIZATION
FORM**

Procurement No.: AM04-10

Title: Ambulances, EMS & Other Special Service Vehicles

Offeror: _____

If Offeror is submitting a certified or cashier's check to satisfy bond requirements, Offeror must complete and return this form with the response to authorize H-GAC to return the bond monies as stipulated in the Invitation. Monies will be returned by regular mail to the address below, and without liability to H-GAC of any kind.

Cashier's or Certified Check:

Check #: _____ **Amount:** _____ **Date:** _____

Bank: _____

Send Check To:

ATTN: _____

Mailing Address: _____

City-State-Zip: _____

Telephone: _____

Signature: _____

Title: _____ Date: _____

For H-GAC Use Only

Date Check Received: _____ Initial: _____

All requirements for documentation satisfied: _____

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: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR** .

ARTICLE 7: 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 8: 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 9: 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 10: 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 11: 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 12: 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 13: 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 14, 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 as 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 14: 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 order processing charge. 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 indemnities 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 15: 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 order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: 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 order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: 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 18: 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 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

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 sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges 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 20: 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 21: 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 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license 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 23: 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

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__