



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

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| INVITATION TO SUBMIT A COMPETITIVE: | <input checked="" type="checkbox"/> BID | <input type="checkbox"/> PROPOSAL |
| INVITATION No.: FL03-17 | ISSUE DATE: September 28, 2016 | |
| CATEGORY: FLEET SERVICES EQUIPMENT | | |

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products and services described herein. These may be purchased by any of more than 5000 local government and non-profit member organizations. **H-GAC expects (confirmed by a response to this Invitation) Offeror to have the capability and willingness to serve any H-GAC member, directly, or indirectly (through an arrangement with, or contractual "assignment" to, a separate dealer).**

Responses must be signed, sealed, and submitted in an original and one (1) copy (printed and electronic), and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Any responses submitted later than 1:00 p.m., C.T., on the due date will be returned unopened to the bidder.

PROCUREMENT SCHEDULE

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| PRE-PROPOSAL CONFERENCE NOTICE | August 9, 2016 |
| PRE-PROPOSAL CONFERENCE: | September 6, 2016 @ 9:00 a.m. CT, H-GAC offices, 2nd floor |
| FINAL SPECIFICATION / INVITATION: | September 28, 2016 |
| CLOSE OF OPEN BID PERIOD: | October 26, 2016 @ 1:00 p.m. CT, H-GAC clock |
| PUBLIC RESPONSE OPENING: | October 26, 2016 @ 2:00 p.m. CT, H-GAC clock |
| AWARD RECOMMENDATIONS TO HGAC BOARD: | January 17, 2017 |
| TARGETED CONTRACT START DATE & TERM: | March 1, 2017 (2 years) |
| The documents comprising this Invitation are available via (appropriate boxes checked) | |
| <input checked="" type="checkbox"/> - E-mail <input checked="" type="checkbox"/> - Web Download @ www.hgacbuy.org | |
| For questions regarding this Invitation, please contact: | |
| Name: Neal Witty Phone: 713.499.6693 E-mail: neal.witty@h-gac.com | |

CONTENTS OF THIS INVITATION

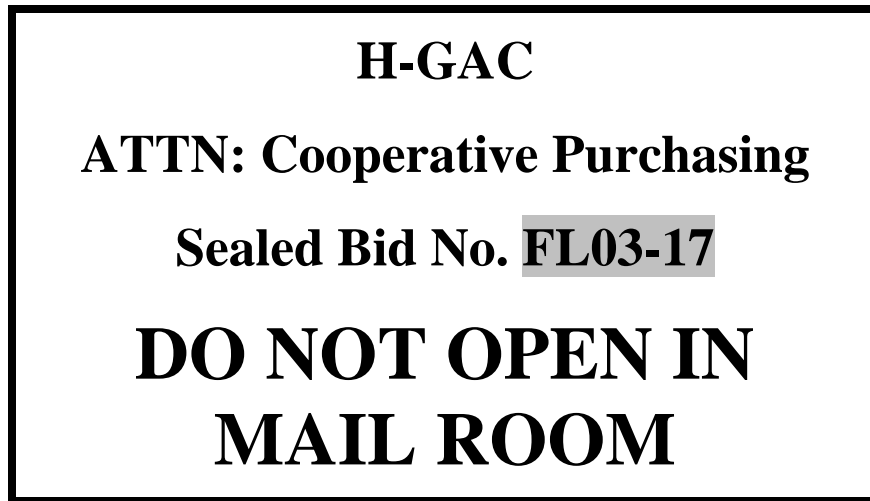
- SECTION-A:** General Terms & Conditions (Final)
- SECTION-B:** Proposal-Specific Response Requirements (Final)
- SECTION-C:** H-GAC Forms (Final)
- SECTION-D:** Pro-Forma (Sample) Contract

NOTE: FAILURE TO SUBMIT PROPOSAL RESPONSES ON OR PRIOR TO THE 1:00 CUTOFF TIME, OR WITHOUT THE REQUIRED SEALED BID FORMAT, OR WITHOUT THE REQUIRED FORM-A SIGNATURE MAY RESULT IN RESPONSE BEING DEEMED AS NON-COMPLIANT.

LABELING OF RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



Responses by e-mail or fax will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy 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 corporate level. Even 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, H-GAC can still 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 HGACBuy is being used not only in the State of Texas, but NATIONWIDE. This means that HGACBuy 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 the associated staff time and taxpayer dollars. We believe an HGACBuy 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 HGACBuy staff member listed on the cover of this Invitation for additional information.



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. FL03-17
DESCRIPTION: Fleet Services Equipment

TABLE OF CONTENTS

1. INTRODUCTION2

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS2

3. NON-BINDING ORAL COMMENTS4

4. STRUCTURE OF RESPONSE4

5. BASIC REQUIREMENTS & CONDITIONS4

6. OFFEROR'S AUTHORIZED SIGNATORY5

7. SURETY FOR INSURANCE5

8. CONFIDENTIAL / PROPRIETARY MATERIALS6

9. REFERENCES6

10. INSURANCE6

11. OFFEROR CERTIFICATIONS6

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION7

13. NON-RESIDENT RECIPROCAL SALES ACT7

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING8

15. INTENT AND SCOPE OF SPECIFICATIONS8

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS8

17. PRODUCT CODES8

18. SPECIFIC DESCRIPTIVE REFERENCES9

19. MANUALS9

20. STANDARD FEATURES & OPTIONS9

21. WARRANTIES, SALES & SERVICE10

22. H-GAC ORDER PROCESSING CHARGE10

23. PRE-PAYMENTS AND DISCOUNTS10

24. INSPECTION / TESTING11

25. PRODUCT DELIVERY11

26. OFFERED PRODUCT ITEM VARIANCES11

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE11

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS13

29. INCONSISTENT INFORMATION13

30. REJECTION OF RESPONSES13

31. WITHDRAWAL OR MODIFICATION OF RESPONSES14

32. RESPONSE EVALUATION14

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD14

34. AWARD OF CONTRACT14

35. PRO-FORMA CONTRACT14

36. CONTRACT TERM15

37. PERFORMANCE & PAYMENT BOND15

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

1. INTRODUCTION

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

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

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

Definitions and Abbreviations:

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

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

Approved. Acceptable to the "authority having jurisdiction."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Must. A term indicating a mandatory requirement.

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

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

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

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

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

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

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

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

Quotation. See "Contract Pricing Worksheet".

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

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

Shall. A term indicating a mandatory requirement or action.

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

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

Acronyms:

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

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

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

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

DOJ = U.S. **D**epartment of **J**ustice

DOT = U.S. **D**epartment of **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 all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

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

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

5. BASIC REQUIREMENTS & CONDITIONS

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

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

6. OFFEROR'S AUTHORIZED SIGNATORY

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

7. SURETY FOR INSURANCE

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

8. CONFIDENTIAL / PROPRIETARY MATERIALS

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

9. REFERENCES

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

10. INSURANCE

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

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

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

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

11. OFFEROR CERTIFICATIONS

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

Non-Collusive Response

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

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

Non-Biased Specifications

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

No Financial Interest or Other Conflict

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

Debarment and Suspension Status

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

Insurance Coverages

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

Licensing & Permits

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

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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

13. NON-RESIDENT RECIPROCAL SALES ACT

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

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

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

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| <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> |
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15. INTENT AND SCOPE OF SPECIFICATIONS

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

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

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

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

17. PRODUCT CODES

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

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

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

18. SPECIFIC DESCRIPTIVE REFERENCES

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

19. MANUALS

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

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

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

Options - General

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

Required Options

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

Other Options

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

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

Published & Unpublished Options

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

21. WARRANTIES, SALES & SERVICE

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

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

22. H-GAC ORDER PROCESSING CHARGE

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

23. PRE-PAYMENTS AND DISCOUNTS

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

24. INSPECTION / TESTING

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

25. PRODUCT DELIVERY

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

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

26. OFFERED PRODUCT ITEM VARIANCES

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

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

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

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

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.
- m. **First Section:**
- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
 - **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
 - **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
 - References, formatted as described elsewhere herein.
 - Service Organization Document, formatted as described elsewhere herein.
- Second Section:**
- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
 - **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
 - **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- Third Section:**
- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. 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.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

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

29. INCONSISTENT INFORMATION

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

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
- **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- d. **The following occurrences require disqualification of the bid/proposals:**
- Unsigned or unauthorized signatures on bids/proposals;
 - Bids received after the date and time for opening
 - Bids where prices are conditional on award of another bid or are subject to unlimited escalation

- e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC**.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

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

32. RESPONSE EVALUATION

For Bid Responses:

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

For Proposal Responses:

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

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st** The contract document signed by **H-GAC** and **Offeror**.
 - 2nd** This Invitation and all specifications referenced herein.
 - 3rd** **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

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

36. CONTRACT TERM

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

37. PERFORMANCE & PAYMENT BOND

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

38. CHANGE ORDERS

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

39. DUPLICATION OF TERMS OR STATEMENTS

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

40. PUBLICITY

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

41. TAXES

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.

42. DRUG FREE WORKPLACE

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

43. PRODUCT NOTICES & MAILINGS

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

44. HANDLING OF ORDERS & PAYMENTS

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

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **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 send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles, the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.
- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

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

increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However, the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

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

47. FORCE MAJEURE

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

48. PERFORMANCE UNDER CONTRACT

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

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC's** website.

- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable
 - End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 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.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

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

Information Items

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

Functions

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

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

50. CONTRACTOR ORIENTATION/TRAINING

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

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

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

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.

4. Supporting exhibits evidence or documents to substantiate any claims.

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

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

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

Appeals

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

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

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

RESOLUTION OF CONTRACT DISPUTES

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

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

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

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

52. NATIONWIDE SALES OPPORTUNITIES

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

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

End of Section-A General Terms and Conditions

**SECTION-B: PRODUCT SPECIFIC REQUIREMENTS
For
Fleet Services Equipment**

Table of Contents

| Sub-Section | Page |
|--|----------|
| 1.0 INTRODUCTION AND SCOPE | 1 |
| 2.0 DEFINITIONS AND ACRONYMS..... | 1 |
| 3.0 GENERAL REQUIREMENTS..... | 2 |
| 4.0 MINIMUM DESIGN AND PERFORMANCE REQUIREMENTS | 2 |
| 5.0 PRICING | 3 |
| 6.0 AWARDS | 4 |
| 7.0 MANUFACTURES | 4 |

1.0 INTRODUCTION AND SCOPE

This is an Invitation to submit competitive bids for a variety of fleet services equipment, to be made available for sale to Members of H-GAC’s Cooperative Purchasing Program. This Invitation seeks to establish “blanket” type contracts, from which our Members may voluntarily purchase goods and services. H-GAC’s Cooperative Purchasing program is available to governments and qualified non-profit entities throughout Texas and in most other states. This section details specific minimum requirements on the equipment being offered for bid in this Invitation. All products bid pursuant to this Invitation must meet or exceed the requirements and specifications listed or referenced herein). **H-GAC expects Offeror (as confirmed by a response to this Invitation) to have the capability and willingness to serve any H-GAC member, nationwide, directly, or indirectly through an arrangement with (or H-GAC contract "assignment" to) another dealer or the manufacturer (i.e. in the case of an Offeror being a dealer).**

The categories of equipment covered by this specification are as follows (with their corresponding product code alpha characters):

- A: Vehicle Lift and Support Equipment
- B: Tire and Wheel Equipment
- C: Exhaust Extraction Equipment
- D: Lubrication and Fluid Management Equipment
- E: Miscellaneous Catalogs
- F: Vehicle Wash Systems
- G: Fleet GPS Tracking / Fleet Management Software

2.0 DEFINITIONS AND ACRONYMS

ALI: Automotive List Institute (P.O. Box 85, Cortland, NY 13045; <http://autolift.org>).

ALI-ETL (certification): Third party (ETL) accreditation on vehicle lifts. Lifts are tested in accordance with the Program Procedural Guide and in accordance with the performance requirements of the American National Standards Institute ANSI/ALI ALCTV "Automotive Lifts - Safety Requirements for Construction, Testing, and Validation" standard (current edition).

Base Unit: The Form-D catalog or basic system configuration system described on the Invitation's Form-D document.

Catalog: In general, an official pricing document from the manufacturer or dealer; more specifically, a formal/published manufacturer’s catalog, with models and accessories listed and indexed by model numbers/codes, with associated retail/list pricing; or, an internal manufacturer list price document or dealer price book, listing models and accessories and inclusive of available manufacture item numbers/codes and list prices.

Contractor: Manufacturer and/or manufacturer’s dealer who submits a bid response (“Offeror”) and subsequently contracts with H-GAC to supply equipment to H-GAC Members for the bid prices.

End Users: Ref. “Members”

ETL (Intertek Testing Services NA, Inc: Independent, third-party testing laboratory; an OSHA Nationally Recognized Testing Laboratory (NRTL) (3033 Madison Ave., Grand Rapids, MI 49548; <http://www.intertek-etlsemko.com>); reference 'ALI-ETL (certification)' above.

GPRS: General Packet Radio Service: wireless communications standard, running at speeds up to 115 kilobits/sec (contrast to GSM (Global System for Mobile Communications) systems' 9.6 kilobits/sec).

H-GAC: The Houston-Galveston Area Council (Refer to 'Program') (<http://www.h-gac.com>)

Invitation: The *Invitation to Submit Formal Bids* associated with the final version of this specification.

Line Item: Distinctive, preformatted Form-D model, system or catalog listing for which Offeror may submit pricing.

Members: local government participants in H-GAC's Cooperative Purchasing Program, who purchase, at will, from the program's equipment and service contracts.

NIST: National Institute of Standards and Technology (100 Bureau Drive, Stop 1070, Gaithersburg, MD 20899-1070; <http://www.nist.gov>).

Offeror: manufacturer and/or manufacturer's dealer(s) who submits a pricing response to this bid Invitation; bidder.

OSHA: Occupational Safety and Health Administration, US Department of Labor (200 Constitution Avenue, NW, Washington, DC 20210; <http://www.osha.gov>).

Program: H-GAC's Cooperative Purchasing Program ("HGACBuy"), a nationwide, government-to-government program of competitively bid equipment and services contracts, with over 4000 local government Members (<http://www.hgacbuy.org>).

Response: Offerors formal bid price submittal to this solicitation.

3.0 GENERAL REQUIREMENTS

All line items bid and sold pursuant to this Invitation must:

- 3.1. Conform in quality and workmanship to the accepted standards of the industry.
- 3.2. Be manufacturer's normal equipment offering, inclusive of all standard features and functions, ready for operation upon delivery / installation.
- 3.3. As described in Section-A, include detailed parts and labor warranty information.
- 3.4. For specific systems (i.e. wash systems and GPS / software solutions), include manufacturer specifications on equipment, showing standard features, components, and as applicable, performance levels.
- 3.5. Include both printed and electronic media copies of all bid documents, including catalogs and price books (**PDF format is not acceptable on H-GAC forms**).
- 3.6. Comply with applicable state and federal laws and regulations with respect to design, safety, health, and the environment, and shall be price as compliance with said requirements. As required, equipment shall be inspected in accordance with all applicable laws, upon delivery. Such inspections shall be the responsibility of H-GAC Contractors.
- 3.7. Be accompanied by an adequate level of product instruction by a manufacturer representative as to afford each H-GAC Member adequate knowledge for safe and proper operation of equipment. At a minimum, this shall include an owner's manual, the cost of which shall be included in the base unit (i.e. Form-D price). Beyond that, normally offered on-site training, et cetera, shall be priced on Form-E.

4.0 MINIMUM DESIGN AND PERFORMANCE REQUIREMENTS

In addition to any other requirements detailed within this Invitation, the following minimum design and performance minimums are applicable.

Vehicle lifting equipment: At the time of bid submittal, for all applicable lifts bid, the associated equipment manufacturers shall (1) be members of the Automotive Lift Institute (ALI) at the time of bid submittal (as such, at least 75% of all lift models and options sold shall be ALI-ETL certified); **or**, (2) 75% of manufacturer's lifts should be ALI-ETL certified). Offeror shall present evidence, in its bid response, of current ALI membership and which specific models are certified at the time of bid submittal. Offeror shall also include, in its bid response, the status of any pending ALI-ETL model certification(s) and the anticipated approval date.

5.0 PRICING

- 5.1 Offeror's pricing shall be equal to or better than the Offeror's pricing discounts normally extended to local governments.
- 5.2 All pricing shall be exclusive of freight, which will be added as a separate PO item at the time of each purchase, specific to the individual H-GAC Member's location, calculated as per carrier invoice. As per Section-A, HGAC orders shall be FOB destination, freight prepaid, with shipping arranged by Contractor (freight billed to Member) and responsibility for the shipment being with the Contractor up to the end user delivery point exchange.
- 5.3 For purposes of this Invitation and any subsequent contract, all items offered shall be identified by a three (3) character alpha-numeric Product Code, as preformatted on Form-D. The first character represents the general equipment category (Ref. Sub-Section 1). The second and third (numeric) characters represent the specific brand and system designation, or brand and catalog.
- 5.4 Please note: Form-D is the desired format for specific, preapproved brands and catalogs, (or specific models / solutions). Form-E is intended for the pricing of options that are directly related to Form-D line items. Form-E is not intended as a medium for Offeror to price non-approved competing equipment, as this does allow for competitive bidding from other potential dealers (for example: if a dealer prices brand "A" lifts on Form-D, then a different brand, "B", may not also be listed on Form-E).
- 5.5 As described in Section-A, for each purchase order under an awarded contract, H-GAC will invoice contractors directly for the **1.5%** H-GAC purchase order processing charge. It is each Offeror's responsibility to take this into consideration when preparing Form-D and Form-E bid pricing, building this fee into the Base Unit bid percentage (catalog line items), the Base Unit systems (e.g. on vehicle wash systems, calculated against the bid price), and the options prices, accordingly. During the life of the contract, the percentage discount shall still prevail on catalog line items. On purchase orders where a contractor extends an additional point-of-purchase discount, the order processing charge shall still be calculated by H-GAC against the awarded bid pricing before any additional discounts have been applied.

5.6 **Form-D: Catalog Line Items**

- 5.6.1 For each catalog priced under this Invitation, Offeror shall supply a comprehensive, percentage-off-list discount level for the described catalog, on Form-D (e.g. "5 %"). Catalog line items submitted without any listed discounts (i.e. zero-percent) will be deemed non-compliant. If Offeror maintains that a single, comprehensive discount is not feasible for a given catalog bid (i.e. averaged discounts a problem due to very different margins across categories), then Offeror may submit multiple percentage discounts for the catalog, by category; however, in such as scenario, Offeror should limit the number of discount variances to the broad equipment categories found in a given catalog.
- 5.6.2 Catalogs and their associated pricing shall be those official documents that are in effect at the time of the bid submittal (i.e. October 2016). If a manufacturer's catalog represented under this contract is changed (i.e. new and/or dropped items) during the contract period, Contractor shall notify HGAC of change and supply a digital copy of the new catalog version for a formal contract update.
- 5.6.3 **For every Form-D listed catalog bid under this Invitation, Offeror shall include the following with bid package -- a copy of:**
- **The applicable manufacturer's catalog (printed and digital copies) with list pricing, and,**
 - **If a separate document, an associated list price book/sheet (printed and digital copies), with manufacturer item codes, options descriptions, and list prices.**

Clarification: for catalogs bid that do not include list pricing as integral to the catalog, a separate price book/list must be included. Failure to include this will result in Offerors' bid for this specific catalog being deemed non-compliant.

5.7 Form-D: Specific System Line Items

On vehicle wash systems and GPS tracking systems, Offeror **shall** include a copy of the manufacturer detailed specifications/cut sheets (showing all components) that are priced with the Form-D bid package.

5.8 Form-E Options Pricing:

5.8.1 Offeror shall use Form-E to price all common options and services that relate to the base items bid on Form-D. For catalog line items, Offeror shall include those related value-added services and accessories that fall outside the catalog, such as extended warranties or installation / custom equipment design services.

5.8.2 **Form-E, Pricing of Services**

RE: in-ground lifts and wash systems (and any other products in this invitation that typically or potentially require unique, location-specific installation costs normally performed by manufacturer or its dealer): Offeror shall include pricing (on Form-E) for installation, and where normally or potentially provided by Offeror, pricing on demolition, preparation, engineering, and other related services such as electrical or plumbing. Failure to supply this may result in bid being deemed non-compliant and blocked from award. This requirement may be satisfied with per-hour, cost/cost-plus %, and/or other applicable framework, and may also utilize \$/sq ft, \$/column (e.g. concrete / footing installation), et cetera.

5.9 Price Changes:

Some of the fleet services products within this Invitation are comprised of a large percentage of heavy steel components, such as carbon plate and structural tubing / hollow structural sections. Consequently, such products are more susceptible to steel mill price increases. As described in Section-A, H-GAC does have a contract mechanism for price increases, but also a 90-day firm price policy, which will still apply if raw material suppliers raise pricing. Offeror should consider anticipated increases in such markets and factor that into the bid pricing. H-GAC contractors can always lower their H-GAC contract pricing if such anticipated market changes are more moderate than anticipated.

6.0 AWARDS

The goal of this Invitation is a multiple award scenario, with H-GAC recognizing awards for as many of the pre-established (Form-D) brands and models/systems as possible, allowing for bids from manufacturers and/or dealers. Offeror may bid on any line item desired. Awards will go to those catalog bids with the lowest percentage-off-list discount. In the event of a catalog bid tie (e.g. between dealers), H-GAC reserves the right to utilize other factors in determining the recommended awardee. These include: dealer's history in selling to local governments; dealer's history with H-GAC; dealer's ability to serve our Members and to sell nationwide. Awards on specific equipment / systems will go to the lowest responsible bidder, with any ties settled through the use of an additional common options basket comparison.

7.0 MANUFACTURES

As noted in this Invitation's cover page, H-GAC welcomes participation from manufactures in this bid process. At a minimum, this would mean encouraging its dealers to participate in this bid invitation, or, more ideally, to bid directly. Manufacturer that bid directly (if desired, a joint bid, with one or more dealers) and are awarded a contract, will provide HGAC Member assistance, PO processing, product delivery, fee remittal, and quarterly sales reporting to HGAC. However, manufacturer may choose to use any of its dealers for sales quotations, delivery, and installation.



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: FL03-17

Title: Fleet Services Equipment

This Section contains the following H-GAC forms.

| FORM | DESCRIPTION |
|---------|---|
| Form A: | Offeror Identification and Authorized Signatory |
| Form B: | Historically Underutilized Business Enterprises |
| Form C: | Response Checklist |
| Form D: | Offered Items Pricing |
| Form-E | Published Options |
| W-9 | Reference attached documents |

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 (e.g. names, addresses, prices, et cetera).

ALL completed forms (as well as other bid documents) must also be submitted on electronic media (e.g. flash drive), excepting of course for signatures, in this original Excel format (no PDF). Printed versions of bid response documents 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 *handwrite this form. Information must be typed* **)**

Invitation No.: **FL03-17**

Invitation Title: Fleet Services Equipment

Offeror Company:

[Redacted]

(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 this document and final contract documents if 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 for whom H-GAC Members will contact for product information and quotations.

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.

Printed Name: [Redacted]

Date: [Redacted]

Signature [Redacted]

Title [Redacted]

Title: Fleet Services Equipment**Offeror:** _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measurable 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 relevant 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.

| FORM C - RESPONSE CHECKLIST | | Procurement No.: FL03-17 |
|--|--|--------------------------|
| Title: | Fleet Services Equipment | |
| Offeror: | | |
| <p>This forms 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 should review each item below.</p> | | |
| This Response Includes: | | |
| 1 | An "Original" of all required H-GAC forms and documents, plus one copy, each in a separate hard-sided 3-ring binder. | |
| 2 | Comprehensive list of all manufacturer options, priced on Form-E. | |
| 3 | A completed electronic copy of ALL forms and any other bid response documents. | |
| 4 | Detailed specification / quote sheet for for each Form-D model priced reflecting all standard components. | |
| 5 | W-9 form, completed and included in digital copies. | |
| 6 | The required list of references. | |
| 7 | A complete description of Offeror's "service organization" (Ref. Section-A). | |
| 8 | Complete warranty documentation for all Products offered. | |
| 9 | Form CIQ, if required by law, completed and signed. Offeror should refer to webpage, www.ethics.state.tx.us/whatsnew/conflict_forms.htm to get instructions and download the Form. | |

| FORM D - OFFERED ITEMS PRICING | | Procurement No.: | FL03-17 |
|---|---|---|---------|
| Offeror Name: | | | |
| H-GAC Product Code | Manufacturer and Description | HGAC Price (Reference instructions below) | |
| <p>NOTE: RE: catalog bids: Offeror shall include a copy of catalog, and if separate, an associated list price document (in printed and electronic formats). Catalog line items below that are submitted by Offeror with a zero-percent discount shall be deemed as non-compliant. Pricing on this document shall be in one of two forms: (1) for catalog / price book line items (subsections A, B, C), price as a % discount off list; (2) for non-catalog line items (i.e. specific models/systems), price as a specific H-GAC price (\$X). The catalog and associated list price book in effect at the time of H-GAC's open bid period shall apply. <u>Offeror shall refer to Section-B for lift equipment certification requirements. As per Section-B, for vehicle lifts and wash systems, Offeror shall include pricing (on Form-E) for installation, et cetera.</u></p> | | | |
| A: Vehicle Lift and Support Equipment | | | |
| A01 | Ammco (Hennessy Industries): most current, complete catalog and associated list pricing (covering 2-post, 4-post, in-ground, and in-ground lifts, and associated equipment) | | |
| A02 | ARI-Hetra: most current, complete catalog and associated list pricing (covering mobile lifts, scissor lifts, jacks, stands, jacks, presses, engine / transmission jacks, lifting tables, elevating work platforms, and associated equipment) | | |
| A03 | Challenger Lifts: most current, complete catalog and associated list pricing (covering 2-post, 4-post, in-ground, scissor, and column lifts, and associated equipment) | | |
| A04 | ESCO/Equipment Supply Co.: most current, complete catalog and associated list pricing (covering jacks, presses, cranes, trolleys, and other shop equipment) | | |
| A05 | Gray Manufacturing: most current, complete catalog and associated list pricing (covering mobile column lifts, wheel / service lifts, stands) | | |
| A06 | Hein-Werner: most current, complete catalog and associated list pricing (covering jacks, wheel / end lifts, sands, and other shop equipment) | | |
| A07 | Hunter: most current, complete catalog and associated list pricing (covering 4-post, parallelogram, scissor, in ground, and power rack lifts, and associated equipment) | | |
| A08 | Mohawk: most current, complete catalog and associated list pricing (covering 2-post, 4-post, mobile, scissor, parallelogram, in-ground, and specialty lift equipment, plus lifting tables, dollies, and associated equipment) | | |
| A09 | Norco: most current, complete catalog and associated list pricing (covering jacks, cranes, dollies, shop presses; and shop equipment) | | |
| A10 | Rotary Lift: most current, complete "U.S. Light Duty" catalog and associated list pricing (covering low rise pad lifts, 2-Post asymmetrical and symmetrical lifts, 4-post alignment lifts, 4-post general service lifts, and single/twin post SmartLift in-ground lifts, and associated equipment) | | |
| A11 | Rotary Lift: most current, complete "U.S. Heavy Duty" catalog and associated list pricing (covering in-ground, parallelogram, hydraulic portable, two-post, four-post, and floor running/suspended pit lifts, and associated equipment) | | |
| A12 | Stertil-Koni: most current, complete catalog and associated list pricing (covering 2-post, 4-post, mobile column, scissors, parallelogram, and in-ground lifts, plus jacks, stands, dollies, and other shop equipment) | | |
| B: Tire and Wheel Equipment | | | |
| B01 | Ammco (Hennessy Industries): most current, complete catalog and associated list pricing (covering brake lathe equipment; and associated equipment) | | |
| B02 | ARI-Hetra: most current, complete catalog and associated list pricing (covering tire changers, wheel balancers, brake lathes, and associated equipment) | | |
| B03 | Coats (Hennessy Industries): most current, complete catalog and associated list pricing (covering balancing and tire changing equipment, and associated equipment) | | |
| B04 | Hunter: most current, complete catalog and associated list pricing(covering balancers, lathes, tire changers, alignment and balancing machines, diagnostic equipment; and associated equipment) | | |

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| B05 | NitroFill: most current, complete catalog and associated list pricing (covering nitrogen generating / filling equipment, inclusive of all E, NF, and Industrial series models, and associated equipment) | |
| B06 | Pro-Cut International: most current, complete catalog and associated list pricing (covering on-vehicle brake lathes and associated equipment) | |
| B07 | Tire Service Equipment Mfg. Co (TSI/SSG): most current, complete catalog and associated list pricing (covering tire bead breakers/seaters/sipers, tire changers, tire cutters, wheel and filter crushers, recycling balers, truck frame hoists, jacks; plus nitrogen filling machines and other shop equipment) | |
| C: Exhaust Extraction Equipment | | |
| C01 | AirMation (Air Technology Solutions): most current, complete catalog and associated list pricing (covering automatic vehicle exhaust extraction and filtration equipment, and related | |
| C02 | ARI-Hetra: most current, complete catalog and associated list pricing (covering trucks, buses, car, and light truck exhaust extraction equipment, and associated equipment) | |
| C03 | Diversified Air Systems: most current, complete catalog and associated list pricing (covering filtration, filter, HVAC, and partition equipment) | |
| C04 | Monoxivent: most current, complete catalog and associated list pricing (covering vehicle exhaust capture equipment (overhead, underfloor, portable, and stationary configurations); plus dust, fume and particulate capturing equipment; complete catalog, covering hoses, reels, rail systems, fans, adapters, cartridge collectors, et cetera. | |
| C05 | NS Corporation: RoboXhaust: complete, functional system; standard two vehicle configuration; single pendant, hand held remote control; robotic arm design (17'6" horizontal / 12' vertical limit); flexible silicon hose and scoop (Offeror shall show a complete equipment price, not a % discount) | |
| C06 | Plymovent: most current, complete catalog and associated list pricing (covering trucks, buses, car, and light truck exhaust extraction equipment, and associated equipment) | |
| D: Lubrication and Fluid Management Equipment | | |
| D01 | American Lubrication Equipment Corp: most current, complete catalog and associated list pricing (covering pumps, valves, reels, air systems, inventory control systems, and associated equipment) | |
| D02 | Duro Manufacturing: most current, complete catalog and associated list pricing (covering hose reels for air/water/oil/electric applications, and associated equipment) | |
| D03 | Motorvac: most current, complete catalog and associated list pricing (covering fuel, coolant, and lubrication systems, et cetera, service equipment; and associated equipment) | |
| D04 | RTI Technologies: most current, complete catalog and associated list pricing (covering AC, oil/coolant fluid exchange, exhaust ventilation system, nitrogen-filling, wheel alignment, and associated equipment) | |
| E: Miscellaneous Catalogs | | |
| E01 | Aaladin Cleaning Systems: most current, complete catalog and associated list pricing (covering portable and stationary, cold and hot water, pressure washers, in gas, oil/diesel, electric, natural gas, and LP; plus recovery systems; part washers; water heaters; and associated equipment) | |
| E02 | ARI-Hetra: most current, complete catalog and associated list pricing (covering paint booth enclosures) | |
| E03 | Associated Equipment Corp.: most current, complete catalog and associated list pricing (covering battery chargers, testers, and electrical system testers, and associated equipment) | |
| E04 | FSX Equipment: most current, complete catalog and associated list pricing (covering complete line of diesel particulate filter (DPF) cleaning machinery and associated equipment) | |
| E05 | Hydro Engineering, Inc: most current, complete catalog and associated list pricing (covering <i>Hydroblaster</i> pressure washers (electric, gas, trailer, remote-control), <i>Hydropad</i> portable wash rack, <i>Hydrokleen</i> wastewater recycling & pre-treatment systems, and associated equipment) | |
| E06 | Kaeser: most current, complete catalog and associated list pricing (covering all industrial air compressors, and associated equipment) | |
| E07 | Landa Cleaning Systems: most current, complete catalog and associated list pricing (covering portable and stationary cold and hot water pressure washers, in gas, oil/diesel, electric, natural gas, and LP, plus parts washers, water heaters, waste oil heaters, and associated equipment) | |

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| E08 | LED Cleaning Systems: most current, complete catalog and associated list pricing (covering portable and stationary cold and hot water pressure washers, in gas, oil/diesel, electric, natural gas, and LP, and associated equipment) | |
| E09 | Orbio Technologies: most current, complete catalog and associated list pricing, covering the complete Orbio on-site sustainable cleaning solution generation equipment line (Orbio os3 , 5000-Sc , and satellite systems), plus the associated Orbio auxiliary storage tanks, transport carts, and replacement parts) | |
| E10 | Saylor-Beall: most current, complete catalog and associated list pricing (covering all industrial air compressors, and associated equipment) | |
| E11 | Steel Eagle: most current, complete catalog and associated list pricing (covering both portable and stationary all-in-one cleaning/recovery systems and industrial reels - in gas, oil/diesel, electric, natural gas, and LP; and associated equipment) | |
| E12 | Water Maze: most current, complete catalog and associated list pricing (covering hose reels, surface spinner cleaners, undercarriage cleaners, pressure washing / vacuum equipment, waste oil heaters, hose reels, and related equipment) | |
| F: Vehicle Wash Systems | | |
| <p>These base unit configurations shall include all standard and necessary factory components needed to make these complete, functional systems, priced with all standard manufacturer wash equipment components for basic operation, such as standard operator controls, rails, pumps, brushes, et cetera, but exclusive of freight. This Form-D price shall be exclusive of additional site work, such as installation, demolition, additional plumbing and electrical work, et cetera - which Offeror shall price separately on Form-E (Reference language in this Invitation's Section-B, subsection 5.8.2). Offeror shall price each wash system as a complete equipment price (not a % discount). Offeror shall submit, for each line item system priced below, a detailed quote sheet / specification showing all components included.</p> | | |
| F01 | Istobal: Progress 4HWPNA system: moving gantry, 2-brush standard automatic design wash system; applications: vehicles up to 13'6", including cars, light to heavy trucks, school buses, transit buses, coaches, etc; amp sensing controlled brushes with overlap capability, guide rails, LED touch screen for programming and diagnostics, 6 selection activation box and stand, emergency stop, water tank, hybrid wash capable. (Offeror shall include with Form-E options: all upgrade component pricing, including horizontal top brush, fixed side brushes, activation system, remote access system, stainless steel frame, water reclamation system, medium/high pressure systems, undercarriage rinse, frost protection, and additional wash heights available, et cetera). | |
| F02 | Istobal: 4HWD-300NA: drive-through wash system; applications: buses and some large vehicles up to 13'6"; low pressure presoak, and rinse arch, safety and speed control system with photo cells, 4 wash brushes, wash activation pad (Offeror shall include with Form-E options: all upgrade component pricing, including water reclamation system, mitter curtain, stainless steel frame, activation system, undercarriage rinse, medium pressure, frost protection, heater, vacuum, et cetera) | |
| F03 | Istobal: M1 Rollover system: moving gantry, applications: vehicles up to 7', including cars and light duty trucks, vans, SUVs; 3-brush standard automatic design with amp sensing technology, on-board chemical system with soap and wax delivery, 3-button activation box, treadle-less activation system, LED touch screen for programming and diagnostics, Link-it Foam Friction washing material (Offeror shall include with Form-E options: all upgrade component pricing, including water reclamation system, remote access system, activation system, undercarriage rinse, splash guards, additional chemical options, offboard chemical system, frost protection, heater, vacuum, et cetera) | |
| F04 | MacNeil: 45' Drive Thru Wash System: applications: vehicles up to 7', including light-duty trucks, vans; guide rail, presoak arch, RS-680 Z-Frame Module (wrap-around brushes with top brush), rinse arch, 110V Unit Control Center, start/stop station (Offeror shall include with Form-E options: all upgrade component pricing, including water reclamation system, undercarriage rinse, heater, vacuum, et cetera) | |

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| F05 | MacNeil: 45' Drive Thru Wash System with Dryer: applications: vehicles up to 7', including light-duty trucks, vans; guide rail, presoak arch, RS-680 Z-Frame Module (wrap-Around brushes with top brush), rinse/drying agent arch, 110V Unit Control Center, Tech 21 dryer with 30 HP fixed nozzle drying unit on Pro Build Arch, start/stop station (Offeror shall include with Form-E options: all upgrade component pricing, including water reclamation system, undercarriage rinse, heater, vacuum, et cetera) | |
| F06 | NS Corporation: ECO 5 Front-to Rear Car Wash System 96" vehicle clearance; One pair flex wrap-a-round washers with two 1/2 Hp motor assemble; One oscillating front to rear mitter curtain with 1/2 Hp motor assembly; One pair rocker panel washers with two 1/2 Hp motors (2) sets of foamers; Motor Control Panel; Mounted on the frame (Offeror shall include with Form-E options: all upgrade component pricing, including pricing on arches, guide rail, reverse osmosis system, air dryer, and water reclamation system). | |
| F07 | NS Corporation: HPW-414 system: touchless, high-pressure, drive-thru wash system; 15' vehicle clearance; applications: car and light truck, heavy truck, transit/school bus; 10 spinner, high pressure arch; 4-inch curb rail system, 68' skid plates entry guides; chemical saving applicator arch; undercarriage sprays (entrance and exit) (Offeror shall include with Form-E options: all upgrade component pricing, including economy reverse osmosis system, air drying system, water reclamation system and the additional side brushes) | |
| F08 | NS Corporation: SYS-3100 system: Drive thru wash system; 10' vehicle clearance; applications: transit, school, para-transit and mini buses; lammscloth or poly fiber brush pelts; dual oscillating side-to-side top scrubber curtains; chemical injection system; emitter receiver activation system; air retract system (Offeror shall include with Form-E options: all upgrade component pricing, including vehicle clearance up to 15', economy reverse osmosis system, air drying, and water reclamation) | |
| F09 | NS Corporation: 5M-420 system: heavy-duty, drive-thru brush wash system; 12' vehicle clearance; applications: transit buses; system, two pairs of sectional wrap-around brushes, one pair of side brushes; overhead oscillating scrubber; soap injection system (Offeror shall include with Form-E options: all upgrade component pricing, including guide rails, skid plates, rinse arches/soap arches, chemical tire applicator, wheel washer, economy reverse osmosis system, air drying system, water reclamation system) | |
| F10 | NS Corporation: Nautica 4M-12 system: 11'6" clearance 3-brush roll-over type system (traveling overhead gantry, surface mounted tracks); applications: cars, trucks, buses and tractor-trailers; gantry-mounted controls; vehicle counter and main disconnect; manual override; joystick control; top follower brush (targeting front/top/rear); side brushes (windows/sides/rocker panel); soap and rinse; arch (Offeror shall include with Form-E options: all upgrade component pricing, including water reclamation system) | |
| F11 | NS Corporation: Super Chassis Blaster: dedicated chassis/undercarriage cleaning system; applications: buses; 30' – 60'; 5 GPM at 2000 PSI fresh water pump system; inline water heater; touch screen wash selector; side-to-side jet oscillation; chemical injection pump (Offeror shall include with Form-E options: all upgrade component pricing, including water reclamation system) | |
| F12 | PDQ: Tandem Rite Touch System: vehicle sensor-treadle design; applications: vehicles up to 7', including cars and light duty trucks, vans, SUVs; foam side and top brushes, lube system, wax delivery (Offeror shall include with Form-E options: all upgrade component pricing, including water reclamation system, air pressure detailer, wheel scrubbers, dryer, high pressure top washer, ozone generator, vacuum, et cetera) | |
| F13 | PDQ: ProTouch ICON System: aluminum gantry frame; applications: vehicles up to 7', including cars and light duty trucks, vans, SUVs; Gen5 Intelligent Brush Control, ultrasonic profiling. wall-mounted ProFlow pressurized off-board fluid system;s; foam sides and top brushes with gantry rails. (Offeror shall include with Form-E options: all upgrade component pricing, including including water reclamation system, high pressure functions, wheel scrubbers, dryer, water softener, RO system, et cetera). | |

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| F14 | PDQ: Laserwash Vehicle Wash System: automatic touch-free wash system; applications: vehicles up to 7', including cars, light-duty trucks, vans; open-bay, non-guardrail, vehicle sensor treadle design, soap-conditioner-rinse delivery, site networking (Offeror shall include with Form-E options: all upgrade component pricing, including water reclamation system, wheel scrubbers, ozone generator, vacuum, et cetera) | |
| F15 | Westmatic: SlimLine 2-Brush Automatic Roll-Over Vehicle Wash System: applications: up to 14' vehicles, including tractor-trailers, trucks, and buses; LCD vehicle program selector station; full front/sides/rear wash with overlapping brushes, front and rear; mirror protection program; detergent feed, running track, tire guide rails, festoon, and all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F16 | Westmatic: Multiwash 3-Brush Automatic Roll-Over Vehicle Wash System: applications: vehicles up to 14', including tractor-trailers, trucks, buses, pick-ups, cars); LCD vehicle program selector station; full front/top/sides/rear wash with overlapping brushes, front and rear; mirror protection program; detergent feed, running track, tire guide rails, festoon, and all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F17 | Westmatic: Hurricane High-Pressure Touchless Automatic Roll-Over Vehicle Wash System: applications: vehicles up to 14', including tractor-trailers, trucks, buses, pick-ups, cars; LCD vehicle program selector station; robotic self-adjusting high-pressure wash boom, front/top/rear wash; oscillating high-pressure front/sides/rear wash; detergent feed, running track, tire guide rails, festoon, pumps, tanks, all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F18 | Westmatic: Heavy-Duty Combo, High-Pressure 3-Brush Automatic Roll-Over Vehicle Wash System: applications: vehicles up to 14', including including tractor-trailers, trucks, buses, pick-ups, cars; LCD vehicle program selector station; full front/top/sides/rear wash with overlapping brushes, front and rear; mirror protection program; oscillating high-pressure front/sides/rear wash; detergent feed, running track, tire guide rails, festoon, pumps, tanks, all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F19 | Westmatic: 2-Brush Compact Automatic Drive-Thru Vehicle Wash System; applications: vehicles up to 15', including buses, paratransits, trucks, tractor-trailers; LCD vehicle program selector station; full front/sides/rear wash with overlapping brushes, front and rear; mirror protection program; detergent feed, tire guide rails, traffic lights, all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F20 | Westmatic: 4-Brush Compact, Automatic Drive-Thru Vehicle Wash System; applications: vehicles up to 15'; including buses, paratransits, trucks, tractor-trailers; LCD vehicle program selector station; full front/sides/rear wash with overlapping brushes, front and rear; mirror protection program; detergent feed, tire guide rails, traffic lights, all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F21 | Westmatic: 4-Brush Transit-Master Automatic Drive-Thru Bus Wash System: applications: vehicles up to 15' buses, paratransits; LCD vehicle program selector station; full front/sides/rear wash with overlapping brushes, front and rear; mirror protection program; bike rack protection program; detergent feed, tire guide rails, traffic lights, all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F22 | Westmatic: 6-Brush Transit-Master Automatic Drive-Thru Bus Wash System: applications: vehicles up to 15', including buses, paratransits; LCD vehicle program selector station; full front/sides/rear wash with overlapping brushes, front and rear; mirror protection program; bike rack protection program; detergent feed, tire guide rails, traffic lights, all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F23 | Westmatic: Hybrid Automatic Drive-Thru Vehicle Wash System: applications: vehicles up to 15', including buses, paratransits, trucks, tractor-trailers; LCD vehicle program selector station; full front/sides/rear wash with overlapping brushes, front and rear; robotic self-adjusting high-pressure wash booms (for front, rear, sides); mirror protection program system; detergent feed, tire guide rails, traffic lights, pumps, tanks, all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |

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| F24 | Westmatic: Tornado Touchless Automatic Drive-Thru Vehicle Wash System: applications: vehicles up to 15', including buses, paratransits, trucks, tractor-trailers, tank trucks, dump trucks; LCD vehicle program selector station; robotic self-adjusting high-pressure wash booms (for front, rear, sides; detergent feed, tire guide rails, traffic lights, pumps, tanks, all controls (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F25 | Whiting Systems: "SmartWash Supra" wash system: automatic three-brush roll-over type system (traveling gantry over standing vehicle on surface mounted tracks); selectable programs: front, roof, rear and sides; applications: cars, trucks, buses, tractor-trailers, trucks up to 13'6"; two side brushes, one top brush, and eleven rotating motor driven spinners; pre-soak, final rinse arch; photo eye activation/de-activation (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F26 | Whiting Systems: "SmartWash Storm" wash system: automatic touch-free roll-over blaster system; applications: standard and irregular shaped cars and trucks up to 13'6"; side and top mounted high pressure nozzles; floor mounted gantry tracks (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F27 | Whiting Systems: "Sprite Drive-Thru Fleet Washer": two-step system (wash step, rinse step): fully automatic, with manual override; front, side, and rear washing; applications: heavy duty cleaning on large trucks and trailers and similarly dimensioned equipment up to 13'6"; infrared fiber optic beams, starters, and overloads (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F28 | Whiting Systems: "Sprite Drive-Thru Fleet Washer: single-step system (single wash-rinse design): fully automatic, with manual override; front, side, and rear washing. applications: heavy duty cleaning on large trucks and trailers and similarly dimensioned equipment up to 13'6"; infrared fiber optic beams, starters, and overloads (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F29 | Whiting Systems: "SmartWash Super Scout" system: fully automatic three-brush roll-over type system (traveling gantry over standing vehicle on surface mounted tracks); selectable programs: front, roof, rear and both sides; applications: cars and small trucks, buses, tractor-trailers, large trucks up to 13'6"; two side brushes, one top brush; pre-soak, final rinse arch; photo eye activation/de-activation (Offeror shall include with Form-E options: all upgrade component pricing) | |
| F30 | Whiting Systems: "SmartWash Scout" system: all-electric 3-brush roll-over system applications: standard size cars and light trucks, including buses, and larger trucks up to 12'; floor mounted tracks; two step wash-rinse design(Offeror shall include with bid options: (Offeror shall include with Form-E options: all upgrade component pricing, including 14' clearance option upgrade) | |

G: Fleet GPS Tracking / Fleet Management Software Solutions

GPS tracking systems, in general, will fall within two types: passive systems (PC software based, where the vehicle component possesses internal memory for recording vehicle locations, et cetera, necessitating a periodic manual hard link or manual/automatic short range wireless data upload); and real time systems (PC software and/or Web based systems, with wireless data link from vehicles). GPS solutions shall be complete, turn-key pricing and shall include: (1) all hardware (including GPS in-vehicle unit, standard wiring, cabling, harnesses, etc., for a single vehicle base system application), and (2) associated "home office" software (ref. descriptions below). Applicable intangibles, such as installation, initial activation fees, multi seat licenses, service and monitoring fees, et cetera (priced in a yearly and multi-year figures (versus monthly)), shall be priced separately on Form-E. Form-E shall also be used for pricing additional vehicle package pricing (e.g. 2+, 5+, 10+ vehicles, et cetera). All bid responses shall include detailed descriptions of (and technical specifications for) the equipment comprising their Form-D price. For all solutions listed below, in terms of software, unless otherwise noted below, if per-seat or per-vehicle restricted licensing is applicable, then price a single seat or single vehicle license on this form and use Form-E for pricing optional licensing levels. As needed, Offeror may included attachments for additional Form-D pricing details.

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| G01 | <p>Advanced Tracking Technologies: Shadow Tracker Vision III: GPS tracking system. Includes: 10 second real-time update access to fleet; 12+ months onboard storage, tamper resistant design, internal battery back-up, antenna sensing capability with alert, low power alert, internal backup cellular antenna via a web hosted software package, "Vision III" tracking device, GPS antenna; software functionality includes managerial report formats, automated report delivery, customized alerting, smart phone access, PC/tablet/mobile compatibility, vehicle maintenance module, hierarchy based logins, 1-year real time historical data access, and shape file integration (Offeror shall include on Form-E: pricing on Shadow Tracker Plus Option)</p> | |
| G02 | <p>Advanced Tracking Technologies: Shadow Tracker GPS tracking system, for remote monitoring of fixed or mobile assets (bulk containers, trailers, equipment, boats, etc). Includes: variable reporting times, low battery message, Microsoft ® mapping and satellite imagery, 1 year historical data storage; fully integrated with Shadow Tracker Live Vehicle Tracking. No need for external GPS antenna or wiring harness.</p> | |
| G03 | <p>Data Transfer Solutions: VUEWorks Asset and Fleet Maintenance Management Software: standard turn-key package, with the following capabilities: Work Management modules (Core/Facility, Service Request, Work Order, and Resource Manager), AVL real-time tracking through a GIS interface, vehicle repair requests for service, preventive and corrective vehicle maintenance (threshold triggers, fuel management systems integration, resource scheduling (labor, equipment, and parts)), part reordering, facilitation of vehicle inspections, failure analysis (probability/and outcome), vehicle value tracking (GASB-34 reporting), budget management / fleet planning, and mobile repair tracking (Offeror shall include with Form-E options: pricing on annual software support fee and optional specialized modules (Advanced Inventory, Condition, Risk, Valuation, Budget Forecasting, MobileVUE, Advanced Asset/Fleet Management modules (Advanced Inventory, Condition, Risk, Valuation, Budget Forecasting, and MobileVUE)).</p> | |
| G04 | <p>FieldLogix: GPS fleet tracking & workforce management software; "black box" plug & play vehicle activity recorder; applications: real-time GPS vehicle & equipment tracking, worker route planning & dispatching; features: closest vehicle to landmark/address, driver behavior monitoring, aggressive driving monitoring, vehicle engine alerts, seat belt usage monitoring, green reports, maintenance reminders, landmark entry/exit tracking, restricted zone (geo-fence) alerts, vehicle breadcrumb trail, posted speed limit alerts, mileage tracking, route optimization; dispatching to native mobile apps (iPhone & Android): send job details to drivers, turn-by-turn navigation to jobs, customer ETA alerts, broadcast text communications, mobile time-clock, application program interface (API).</p> | |
| G05 | <p>Networkfleet: the standard base unit configuration, real-time wireless web-hosted software tracking system, covering single vehicle. Complete system, with management software and Model 5500 diagnostics transponder; Features automatic cellular phone network data download and tracking and diagnostic reporting, including (begin/end; stop and speed history; odometer; engine hours; idle time; bread crumb mapping; real-time vehicle location; MPG; emissions reporting; integration IT systems for GIS mapping and fleet maintenance; analytics for safety; driver behavior; driver ID; driver dispatthing application (Offeror shall include with Form-E options: Pricing for model 6100 limited diagnostics, Models 5200 (non-diagnostics), Asset Guard (battery powered), and pricing for 2+ vehicles).</p> | |
| G06 | <p>Routeware: "Basic" solution (per vehicle license, priced as a single vehicle; home office license): web based fleet management; cloud hosted; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Xirgo XT-2050C GPS transponder-cellular modem (OBDII interface); home office software includes dashboards, reports, mapping, route playback, geofencing, breadcrumb trails; vehicle proximity to landmarks and addresses; Alerts & notifications include speeding, idling, engine on/off, mileage, time (Offeror shall include the Form-E options prices: differential upgrade price for GPS modem for heavy duty vehicle applications)</p> | |

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| <p>G07</p> | <p>Routeware: "Premium" solution (per vehicle license, priced as a single vehicle; home office license): web based fleet management; operations efficiency; cloud hosted and onsite server options; inclusive of Basic solution features; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Sierra Wireless <i>GX400</i> GPS transponder-cellular modem (OBDIII interface); touch screen computer options; driver records pickups, skips, extras, timers, comments; turn-by-turn directions; route based or work order based; home office software includes: dashboards, route management, work order management, alerts, driver messaging interface, route details, customer service, mapping, reporting; mapping functionality includes: bread crumb trails, route playback, geofencing, proximity to landmarks and addresses; alerts and notifications include speeding, idling, engine on/off, mileage, time, behind schedule, off route, timers (Offeror shall include the Form-E options prices: differential upgrade price for GPS modem for heavy duty vehicle applications).</p> | |
| <p>G08</p> | <p>Ron Turley Associates, Inc: RTA Fleet Maintenance Software: standard fleet management software, covering the following solutions: management of vehicle maintenance and repair, preventive maintenance scheduling, full-cycle warranty tracking, parts/inventory, work orders, fuel, shop scheduling, motor pool scheduling, cross facility ordering, with built in barcode capability (Offeror shall also include with Form-E pricing: any other upgrade modules, such as construction or utility fleet-specific solutions, as well as multi-seat licensing, et cetera).</p> | |

W-9

Respondent should reference the W-9 form included in this solicitation package. It is a writeable form and should be completed and submitted with response in both printed and digital formats.

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__