



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

INVITATION TO SUBMIT COMPETITIVE:



**BIDS**



**PROPOSALS**

INVITATION NO.: **BT01-17**

ISSUE DATE: **August 2, 2016**

CATEGORY: **BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES**

### 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/services as described herein. These products/services may be purchased by any of more than 6,000 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

### PROCUREMENT SCHEDULE & DETAILS

<b>DRAFT SPECIFICATION INVITATION:</b>	Tuesday, June 14, 2016
<b>PRE-BID/PROPOSAL CONFERENCE:</b>	Tuesday, July 12, 2016 @ 9:00 a.m. CT; Conference Room B
<b>FINAL SPECIFICATION / INVITATION:</b>	Tuesday, August 2, 2016
<b>BID/PROPOSAL RESPONSES DUE:</b>	Tuesday, August 30, 2016 @ 1:00 p.m. CT: H-GAC Clock
<b>PUBLIC RESPONSE OPENING:</b>	Tuesday, August 30, 2016 @ 2:00 p.m. CT: H-GAC Conference Room B
<b>RECOMMENDATIONS TO BOARD:</b>	Tuesday November 15, 2016
<b>CONTRACT START DATE &amp; TERM:</b>	January 1, 2017 thru December 31, 2018
The documents comprising this Invitation are available via web download at: <a href="https://www.hgacbuy.org/bids/">https://www.hgacbuy.org/bids/</a>	
For assistance regarding this Invitation, please contact: Name: <b>Aundre Petty</b> Phone: <b>713-993-2453</b> E-mail: <b>Aundre.Petty@h-gac.com</b>	

### CONTENTS OF THIS INVITATION

**SECTION A** - General Terms & Conditions

**SECTION B** - Product/Service Specific Requirements & Specifications (Final)

**SECTION C** - **HGACBuy** *FORMS* (Final)

**SECTION D** - Pro-Forma (Sample) Contract

**This procurement conforms to government requirements for Competitive Procurement.**

## LABELING OF SEALED 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. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **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. BT01-14**

**DESCRIPTION: Buses – Shuttle, Transit, Trams & Other Specialty Buses**

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**1. INTRODUCTION**

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

**2. DEFINITIONS, ABBREVIATIONS & ACRONYMS**

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

**Definitions and Abbreviations:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Acronyms:**

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

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

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

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

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

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

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

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### 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.

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### 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.**

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### 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.

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## 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.

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## 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.

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## 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.

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## 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.

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## 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.

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## 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.

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### **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.

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### **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.

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

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

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

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#### 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.

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#### 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.

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## 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.

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## 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.

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## 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.

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## **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.

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## **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**.

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## **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.

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## 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**.

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## 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.

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## 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.

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## 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](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.

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### **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.

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### **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.

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### **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.

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### 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.

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### 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.

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### 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.

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### 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.

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### 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**.

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### 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.



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### 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.

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### 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**.

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### 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**.

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### 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**.

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### 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.

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### 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**.

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### 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.

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### 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.

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#### 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.

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#### 46. CONTRACT ITEM CHANGES

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

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#### 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**.

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#### 48. PERFORMANCE UNDER CONTRACT

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

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

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30<sup>th</sup> day of the month following the applicable quarter being reported.

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

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

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

**Information Items**

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

**Functions**

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

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

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**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.

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**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**.

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## **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 & CONDITIONS**

SECTION B – PRODUCT SPECIFIC REQUIREMENTS

For

BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES

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1. SCOPE

The **Houston-Galveston Area Council of Governments (H-GAC)** is currently soliciting Competitive Bids for **Buses - Shuttle, Transit, Trams and Other Specialty Buses** for the current model year (2017) on behalf of our Cooperative Purchasing Program (**HGACBuy**) members. The Program currently makes available over 37 blanket type contracts, covering products and services in 9 categories, to over 6,000 local government participants (**End Users**) and non-profit organizations. All local governments may participate in the Program so long as their state has “Inter-local cooperation authority” or other joint power provisions which will allow participation in cooperative activities.

The purpose of this solicitation is to provide qualified governmental entities, political subdivisions and non-profit organizations the ability to purchase Buses – Shuttle, Transit, Trams and Other Specialty Buses and other related equipment through an efficient, cost effective and competitive procurement method. **H-GAC** will select successful **Bidder(s)** based on criteria set forth in Section A – General Terms & Conditions and Section B – Product Specific Requirements. This Invitation outlines the minimum design and performance standards, serving only as a starting point upon which **HGACBuy** Participants can build their final desired Buses – Shuttle, Transit, Trams and Other Specialty Buses through options, add-ons or deducts. **A comprehensive catalog or listing of buses, related to this bid invitation, shall be priced and included on Form E and shall also be provided in an electronic Excel format.** Discounts, if applicable, shall be clearly shown for ease of evaluation and clarity to **End Users**. **Bidder(s)** must have the ability to effectively sell and service all **HGACBuy** Participants nationwide. A decision,

regarding whether or not to market services outside the State of Texas, may influence or have a bearing on **HGACBuy's** evaluation of responses and any subsequent contract(s).

The **Bidder(s)** shall demonstrate in the Bid Response how sales, service, training and support will be provided and achieved nationwide. All sales offices and support centers should be identified, including the number and type of employees at each site. The **Bidder(s)** is also encouraged to review the Section on "Nationwide Sales Opportunities" in Section A, Sub-section 52 on page 19 of 19 and offer strategies on conducting **H-GAC** sales nationwide. For the purposes of this bid, there will not be any bid bonds or any other bond requirements.

**H-GAC's** expectation is to receive qualified bids and subsequently to establish blanket contracts for a comprehensive range of Buses – Shuttle, Transit, Trams and Other Specialty Buses and equipment to offer Participants in our Cooperative Purchasing Program. In that regard, **Bidder(s) are expected to provide in their response a complete offering of their available products and equipment for routine general acquisitions and for possible installation of stated equipment and to include any services, training or maintenance.**

Successful **Bidder(s)** who are awarded contracts pursuant to this Invitation will be able to sell awarded base Product Items, as well as quoted upgrades, downgrades, options, accessories and parts to any **H-GAC End User**, during the term of the contract. **Bidder(s)** shall supply ample evidence (in the form of technical specifications, brochures, etc.) to demonstrate that the **H-GAC** specifications have been met and/or exceeded.

This contract is designed to cover a two 2-year (24 month) period, starting approximately January 1, 2017 and ending December 31, 2018. However, the parties may agree in writing to one or more 1-year extensions of the contract not to exceed in the aggregate three years.

For the purposes of this bid, awards will be based upon the lowest responsible **Bidder(s)** for each line item. Also, the only Price Change process that is acceptable is that found in Section A, Sub-section 45 on page 16 of 19. Automatic changes or escalators based solely on a PPI code will not be considered.

The purpose of these specifications is to provide minimum requirements for all types of vehicles described herein. Wheelchair lift space provisions are not a requirement for each vehicle described, but when required the vehicle must adhere to all the current Federal and State regulations and guidelines. These regulations and guidelines must also be followed concerning the adult passengers as well as the drivers. Safety for all passengers must be of the utmost importance. The body lengths, wheelbase, and seating capacity shall be the minimum meeting the requirements for each Type and seat/passenger range bid on. All body, floor and roof joints must be tightly sealed to eliminate drafts and water leaks. Units furnished to these specifications shall meet or exceed all requirements herein. **Used, shopworn, and prototype vehicles are not acceptable.**

All equipment furnished with the vehicles shall be completely installed and all adjustments shall be made that are required to prepare the vehicle and its equipment for immediate and continuous operation upon delivery. Any equipment that is delivered which fails to meet specifications will be replaced or brought up to specification at no additional expense to the **End User**. All equipment must comply with all Federal and State regulations in effect on the date of manufacture that govern the construction of and relating to mass transportation bus equipment.

Standard and common features, some related to safety and others to driver and passenger convenience, which are generally provided in a transit vehicle without customer stipulation are considered part of the minimum requirements. These features include but are not limited to: adjustable instrument lights, interior sun visor, exterior backup lamps, variable speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage.

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

**NOTE: FTA grantees may not use H-GAC's contracts for FTA-funded purchases of goods or services. FTA grantees may purchase goods or services through H-GAC's contracts as long as such purchases are funded only with local funds.**

## 2. ESTIMATE QUANTITIES

The Work under these Contract documents consists of the development of a cooperative contract for the manufacture and delivery of Shuttle Buses, Transit Buses, Trams and Other Specialty Buses which shall only be ordered by **HGACBuy End Users** nationwide. Individual orders may include optional features, spare parts, training materials and manuals. Separate contracts will be awarded to individual **Bidders** for each of the vehicle classifications.

The minimum and maximum quantities established in this solicitation are:

Minimum 10  
Maximum 150

These figures represent the foreseeable needs of **HGACBuy End Users** based on their interest and should not be considered actual pass-through quantities to be purchased through the **HGACBuy** Cooperative Purchasing Program. Orders are at the sole discretion of the participating agencies and shall be placed on an as-needed basis.

## 3. REQUIREMENTS FOR TRANSIT VEHICLE MANUFACTURERS

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a **Bidder**, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

Although no specific DBE goal has been established for this Contract, **Bidders** shall cooperate with the Participating Agencies in meeting their commitments and objectives with regards to ensuring non-discrimination in the award and administration of the contract(s) and shall use its best efforts to ensure that barriers to participation of DBE do not exist.

## 4. BID AWARD AND EVALUATION FACTORS

Contracts will be awarded to the lowest responsible **Bidder(s)** for participants in the **HGACBuy Program**. In determining "lowest responsible", **HGACBuy** may consider the following:

- A. Vehicle and Options Pricing (as quoted on **Forms D** and **E**);
- B. **Bidder(s)** past relationship with **HGACBuy** and its **End Users**, which may include past sales performance and customer service history;
- C. References: **Bidder(s)** shall provide references from a minimum of five distinct government agencies with which **Bidder(s)** has done business during the last two years. If multiple manufacturers are being quoted, **Bidder(s)** must provide references for each manufacturer. The following information must be provided for each reference:
  - a. Name of agency/**End User**,
  - b. Contact person name and email address who can be contacted regarding **Bidder(s)** performance and reputation,
  - c. Agency address,
  - d. Phone number and
  - e. Description of vehicle(s) and date(s) sold to **End User**.

**NOTE: Bid pricing shall be exclusive of freight charges, which will be addressed at the time of each individual sale, as a P/O line item, specific to the individual End User. Freight Charges should be quoted on Form E.**



**NOTE: Bidder(s) must supply the required information or the Response may be considered non-compliant.**

## 5. EVALUATION OF RESPONSES AND AWARDS

Bids will be evaluated by staff members in compliance with Texas bid award statutes. For each specific **Form D** line item, **H-GAC** will recommend a single award to the “**lowest responsible**” Bidder. Once approved by our Board of Directors, **Bidders** will be notified of **H-GAC** management’s final award recommendations by email, followed by a final formal signature request from our Contracts group.

## 6. FTA - ARTICLES & CERTIFICATIONS:

Any Bidder(s) quoting “**Buy America**” buses shall fully comply with all current rules and regulations of the U.S. Department of Transportation Federal Transit Administration, as exemplified in ‘**Exhibit A**’ hereto, “Federal Articles and Certifications”, found at the end of this Section B. **Bidder(s) must include a completed copy of ‘Exhibit A’ with the Response, with all Certifications thereto bearing original signature of Bidder(s) signatory.** Bidder(s) also agrees to comply with any requirements a purchaser may have relative to any specific procurement and purchaser’s compliance obligation pursuant to FTA Circular C 4220.1F.

The Articles & Certification Form found at the end of this section should be attached to your bid document as a hard copy and should also be included in an electronic copy as well. This should be put under a separate tab and labeled as such.

An additional designation shall be inserted on **Form D** after each Product Code selection using a ‘N’ for NO or a ‘Y’ for YES as to whether or not the line item meets or exceeds the “Buy America” designation or not. For any sales of “Buy America” buses made pursuant to a contract award based on this Invitation, Bidder(s) must provide the same Certifications, with original signatures, to End User.

Each purchase using Federal funds must adhere to the FTA Standard Bus Procurement guidelines 1.1.6.8 Certificate of Compliance with Bus Testing Requirements. The procurement must comply with 49 U.S.C. § 5323 © and the FTA’s implementation of regulation 49 CFR Part 665. That Form must be filled out, signed, dated and given to the End User upon delivery of the vehicle. **[A copy of this form must be submitted with the bid].**

## 7. ORDER PROCESSING CHARGE:

As described in Section A, Sub-sections 22 & 44 for motor vehicle orders, an Order Processing charge will be levied on the **End User** for each purchase order placed. The Order Processing Charge, a flat \$600 per purchase order, will be collected by **Contractor** from **End User** and paid to **H-GAC**. The Order Processing Charge must also be shown by **Contractor** on any price quotation provided by **Contractor** to **End User**.

## 8. ORDERING INFORMATION:

- **Base Vehicle:** Each base vehicle has been assigned an **H-GAC** Product Code number. **Contractor** shall show the **H-GAC** Product Code number for each vehicle required on the **HGACBuy Contract Pricing Worksheet**. If an **End User** needs a vehicle that differs from the base vehicle, detailed specifications for the vehicle must be shown on the **HGACBuy Contract Pricing Worksheet**. All manufacturer model numbers and codes must be included to identify the change made from the base vehicle.
- **Options for Specified Equipment:** All OEM Options must be shown on the **H-GAC** Contract Pricing Worksheet/Quote along with the OEM Option code.
- **Non-Published Options:** Any options not listed on **Form E** Priced Options List shall be considered *Non-Published Options* and subject to the 25% change order limit.

## 9. PROCUREMENT PROCESS:

The procurement process operates as follows:

- Per request of **End User**, **Contractor** shall provide a written quote on an **HGACBuy Contract Pricing Worksheet** based on **End User** specification and **Contractors H-GAC** contract products and or services offerings and pricings. **End User** shall have the right to accept or reject the quote and/or to request changes to the quote for re-evaluation.
- **Contractor** shall be allowed and is encouraged to provide special discount pricing for large orders or at **Contractors** discretion. In any event, the transaction shall still be considered as falling under the umbrella

of the **H-GAC** contract. When **Contractor** and **End User** agrees, the **End User** will send a Purchase Order (PO) to **Contractor** for products or services being purchased.

- **Contractor** shall send copy of PO and **HGACBuy Contract Pricing Worksheet** to **H-GAC** Procurement Specialist, for **BT01-17** contract, via email or fax.
- For each purchase order received, **H-GAC** Procurement Specialist, for **BT01-17** contract, will perform contract compliance check PO and **Contract Pricing Worksheet** and prepare an **HGACBuy Order Confirmation**. **H-GAC** Procurement Specialist, for **BT01-17** contract, will transmits **HGACBuy Order Confirmation** to both **End User** and **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract that was awarded through a competitive procurement process and that pricing and product(s) are in contract compliance.
- **Contractor** delivers product(s) to **End User**.
- **Contractor** shall promptly remit the Order Processing Charge to **H-GAC**.
- In the interest of **End User** satisfaction and efficient use of resources, **H-GAC** desires to maintain contracts only with active **Contractors** providing satisfactory products and services to Members. In that regard, contracts may be monitored and subsequently terminated or allowed to expire without renewal if, in **H-GAC**'s opinion, activity is insufficient to warrant continuation.

#### 10. OPTIONS, PARTS & ACCESSORIES:

As part of any response hereto, **Bidder(s)** is expected to supply a complete listing (i.e. catalog) of other models of Buses – Shuttle, Transit, Trams & Other Specialty Buses and or other related equipment, model upgrades, model downgrades, options, replacement parts and accessories with offered bid pricing. The itemized price list may be provided on **H-GAC Form E**, or in the format of a Manufactures Published Price Catalog. Discounts, if applicable, must also be clearly indicated on **Form E**, for ease of evaluation and clarity to **End Users**. **Failure to submit a price listing of options, parts and accessories may result in Bidder(s) bid being considered non-compliant.**

#### 11. VEHICLE REGISTRATION:

Successful **Bidder(s)** shall provide necessary documents to enable the purchaser to register the vehicle in the State of Texas or in the state in which the vehicle is to be registered. Necessary fees and state taxes will be paid by the purchaser. **Do not include such fees and taxes in bid price.**

#### 12. BASIC EQUIPMENT CATEGORIES/GUIDELINES & DESCRIPTION:

This bid invitation is divided into twenty-five (25) basic equipment categories or guidelines for ease of evaluation as well as for bidding propose. When submitting a bid, the **Bidder(s)** may choose to give a response to any of the categories listed or all those listed. If selecting more than one Category, the **Bidder(s)** must clearly designate which Category they are referencing. No additional weighted value will be given to a **Bidder(s)** who responds to more than one or to all categories listed. The following descriptions are guidelines only:

<b>A</b>	Type 1 – Raised Roof Van; 7 ambulatory passenger seats w/1-wheelchair space
<b>B</b>	Type 2 - Shuttle Bus; 8 ambulatory passenger seats w/1-wheelchair space
<b>C</b>	Type 3 - Shuttle Bus; 12 ambulatory passenger seats w/2-wheelchair space
<b>D</b>	Type 3- HD - Shuttle Bus; 20 ambulatory passenger seats w/2-wheelchair space
<b>E</b>	Type 7 – Low Floor Minivan; 3 ambulatory passenger seats w/1-wheelchair space
<b>F</b>	Type 8 – Paratransit Vehicle; Purpose Built, 3 ambulatory passenger seats w/1-wheelchair space
<b>G</b>	Type 11 - Shuttle Bus; 17 ambulatory passenger seats w/2-wheelchair spaces built on a cutaway chassis
<b>H</b>	Type 12 – Shuttle Bus; 17 ambulatory passengers seats w/2-wheelchair spaces, built on a rail chassis
<b>I</b>	Type 14-HD - Trolley Bus; minimum 19 ambulatory passenger seats w/2-wheelchair spaces, engine in front
<b>J</b>	Type 14-LD - Trolley Bus; minimum 17 ambulatory passenger seats w/2-wheelchair spaces engine in rear
<b>K</b>	Type 15 - (L) - Transit Bus; “Low Floor”, 30-35 ambulatory passenger seats w/2-wheelchair spaces
<b>L</b>	Type 15 - (H) - Transit Bus; “High Floor”, minimum 20 ambulatory passenger seats w/2-wheelchair spaces
<b>M</b>	Type 16 - (L) - Transit Bus; “Low Floor”, minimum 20 ambulatory passengers w/2-wheelchair spaces
<b>N</b>	Type 16 - (H) - Transit Bus; “High Floor”, 20 ambulatory passengers w/2-wheelchair spaces
<b>O</b>	Type 16 – (DD) – Transit Bus; “Low Floor”, Double-Decker w/2-wheelchair spaces
<b>P</b>	Type 17 - (L) - Hybrid (parallel) -Transit Bus: “Low Floor”, 20-25 ambulatory passengers w/2-WC spaces
<b>Q</b>	Type 18 - (L) – Hybrid (parallel) – Transit Bus: “Low Floor” 35+ ambulatory passengers w/2-WC spaces
<b>R</b>	Type 18 – (DD) – Hybrid (parallel) – Transit Bus: Double-Decker “Low Floor”, w/2-wheelchair spaces

<b>S</b>	Type 19 – (L) – Hybrid (serial) – Transit Bus: “Low Floor”, 20-40 ambulatory passenger – Gas, Diesel, CNG, Hydrogen, etc.
<b>T</b>	Type 21 – (L) – Battery – Transit Bus: “Low Floor”, 20-40 ambulatory passenger, electric/battery
<b>U</b>	Type 22 – (L) – Transit Bus; “Low Floor”, minimum 19 ambulatory passengers w/2-wheelchair spaces
<b>V</b>	Type 23 – (L) – Transit Bus; “Low floor” 20-25 ambulatory passengers w/2-wheelchair spaces
<b>W</b>	Type 25 – Trams
<b>X</b>	Type 26 – Over-the-Road Coach and Security Transport Vehicles – 40’- 45’ semi-monocoque construction
<b>Z</b>	Type 27 – Specialty Manufactured, Ambulance, Evacuation, Mass Casualty Incident, Rehab, Community/Public Health, Medical Surge, Clinic, Command, Communication or All-Hazards and Response Bus, up to 24-stretchered, 32-ambulatory, 10 wheelchairs, 6 isolettes, and 6 attendants

**A. TYPE - 1:** A 4-Year or 100,000 mile raised roof van with wheelchair lift, a minimum capacity of seven (7) ambulatory passengers, a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space), built on either a GM, Ford, or comparable chassis; GVWR – minimum 9,500 lbs.; Fuel Cap. – 30 gallons; Transmission – Automatic, 5-speed.

**B. TYPE - 2:** A 4-Year or 100,000 mile cut-away chassis, narrow body, a minimum capacity of eight (8) ambulatory passengers, a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space), built on a Ford, GM, or comparable chassis; GVWR – minimum 10,360 lbs.; Fuel Cap. – 25 gallons; Transmission – Automatic, 5-speed.

**C. TYPE - 3:** A 5-Year or 150,000 mile cut-away chassis, wide body, radiused sidewall or straight wall constructed bus with a wheelchair lift, a minimum capacity of twelve (12) ambulatory passengers, a minimum two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space), built on a Ford, GM, or comparable chassis; GVWR – minimum 12,300 lbs.; Fuel Cap. – 33 gallons; Transmission – Automatic, 5-speed or 6-speed.

**D. TYPE – 3-HD:** A 5-Year or 150,000 mile cab and chassis bus with a wheelchair lift, a minimum capacity of twenty (20) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space), built on a Freightliner, International, or comparable chassis; GVWR – minimum 19,000 lbs.; Fuel Cap. – minimum 40 gallons; Transmission – Automatic, 5-speed.

**E. TYPE - 7:** A 4-Year or 100,000 mile low-floor mini-van bus with a ramp, a minimum capacity of three (3) ambulatory passengers with 1-wheelchair space, built on a Ford, Dodge, or Chevy/GM or comparable chassis; GVWR – minimum 6,000 lbs.; Fuel Cap. – 20 gallons; Transmission – Automatic, 5-speed.

**F. TYPE – 8:** A 4-Year or 100,000 mile low-floor, purpose built, paratransit vehicle with ramp, minimum capacity of three (3) ambulatory passengers and a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space); GVWR – minimum 6,600 lbs.; Transmission 4-speed automatic with overdrive.

**G. TYPE - 11:** A 7-Year or 200,000 mile medium duty transit bus with a wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space) build on a cutaway chassis); GVWR – minimum 19,000 lbs.; Fuel Cap. – minimum 40 gallons; Transmission – Automatic, 5-speed.

**H. TYPE – 12:** A 7-Year or 200,000 mile medium duty transit bus with a wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space) built on a rail chassis; GVWR – minimum 19,000 lbs.; Fuel Cap. – 40 gallons; Transmission – Automatic, 5-speed.

**I. TYPE -14-HD:** A 10-Year or 350,000 mile full size classic looking Trolley Bus with wheelchair lift, a minimum capacity of nineteen (19) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include single/double passenger flip seats). Front engine, diesel powered; GVWR - minimum 19,000 lbs.

**J. TYPE -14-LD:** A 7-Year or 200,000 mile full size classic looking Trolley Bus with wheel chair lift, a minimum capacity of seventeen (17) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include single/double passenger flip seats). Rear engine, diesel powered.

**K. TYPE 15 (L):** A 10-Year or 350,000 mile **LOW FLOOR**, 35 to 42 feet long, diesel powered Transit Bus with wheelchair ramp, a minimum capacity of thirty (30) to thirty five (35) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a commercial rail frame.

**L. TYPE 15 (H):** A 10-Year or 350,000 mile **HIGH FLOOR**, 29 to 42 feet long, diesel powered Transit Bus with a wheel chair lift, a minimum capacity of twenty (20) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear engine, frame rail chassis.

**M. TYPE 16 (L):** A 12-Year or 500,000 mile **LOW FLOOR**, 25 to 42 feet long, diesel powered Transit Bus, with a wheelchair ramp, minimum capacity of twenty (20) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space).

**N. TYPE 16 (H):** A 12-Year or 500,000 mile **HIGH FLOOR**, 29 to 42 feet long, diesel powered Transit Bus, with a wheelchair lift, minimum capacity of twenty (20) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

**O. TYPE 16 (DD):** A 12-Year or 500,000 mile **LOW FLOOR**, Double-Decker 36 to 42 feet long, diesel powered Transit Bus with a wheelchair ramp, minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

**P. TYPE 17 (L):** HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, 25 to 40 feet long, HYBRID powered Transit Bus, with a wheelchair lift, minimum capacity of twenty (20) to twenty five (25) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be gas, diesel, cng, etc.

**Q. TYPE 18 (L):** HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, 40 and longer, HYBRID powered Transit Bus, with a wheelchair lift, minimum capacity of thirty five (35) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be; gas, diesel, cng, etc.

**R. TYPE 18 (DD):** HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, Double-Decker 36 to 42 feet long, diesel powered Transit Bus with a wheelchair lift, minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

**S. TYPE 19 (L):** HYBRID (serial). A 12-Year or 500,000 mile **LOW FLOOR**, 30 to 40 foot long HYBRID powered Transit Bus, 20 - 40 ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be Gas, Diesel, CNG, Hydrogen, etc.

**T. TYPE 20 (L):** BATTERY BUS. A 12-Year or 500,000 mile **LOW FLOOR**, 25 to 35 foot long Battery powered Transit Bus, with twenty (20) to forty (40) ambulatory passengers, electric w/Lithium Titinate batteries.

**U. TYPE 22 (L):** A 10-YEAR or 350,000 mile **LOW FLOOR**, 30 to 35 foot long diesel powered transit bus with wheelchair ramp, a minimum capacity of nineteen (19) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a commercial low floor rail frame, 23,500 GVW minimum.

**V. TYPE 23 (L):** A 7-YEAR or 150,000 mile **LOW FLOOR**, one step passenger boarding on a cutaway chassis, with fourteen (14) to eighteen (18) ambulatory passengers and a minimum of two (2) wheelchair spaces. Fuel choices are Gas, Diesel, CNG or comparable (ICE), 14,200 GVWR.

**W. TYPE 25 (L):** Trams, custom built power car chassis, low floor, and one step passenger boarding with 4-wheel self-tracking steering. Trams can be powered by gasoline, propane, diesel, CNG and electric motors or engines.

**X. TYPE 26:** A 12-Year or 500,000 mile Over-the-Road Coach and Security Transport Vehicle, 40' to 45' long, semi-monocoque construction, with high floor, underfloor baggage bays, forward facing seating, 43 to 57 passengers with optional wheelchair lift and two (2)-wheelchair positions (to include passenger flip seats over each wheelchair space. Available in Diesel, Hybrid or CNG. GVWR - 46,000 to 52,000 lbs,

**Z. TYPE 27:** A 12-year or 500,000 mile Specialty Manufactured, Ambulance, Evacuation, MCI/REHAB/Evacuation, Medical Surge, REHAB, Command, Communication, Command/Communication, Clinical, Mobile Immunization, Community/Public Health, or All-Hazards and Response Bus equipped with basic and advanced life support and supporting up to 24-stretchered, 32-ambulatory, 10 wheelchair, 6 isolettes, and 6 attendants.

### 13. PRODUCT CODES:

Each base product item covered by this Invitation has been pre-listed on **Form D**. For the purposes of this Invitation and any subsequent contract, all Base Product Items being offered are identified by a **three-character Product Code** as determined from the Product Code Table below. The **first** character designates the manufacturer (see below). The **second** character designates the primary equipment category (shown above). The **third** character designates the specific manufacturer model. **Bidder(s)** shall determine which specific line items to bid and shall quote a price on the appropriate line on **Form D**. **{Due to the increased number of manufacturers and equipment listings, the manufacturer and the model listing may have a two-character letter rather than a one-character letter (see below). The Product Code, in most cases, is shown in an alphabetical sequence for ease of identification purposes only.}** Upgrades or downgrades to offered base models shall be bid as options on **Form E**, with pricing equal to the differential amount between the Base Product Item bid price on **Form D** and the optional model cost.

**No changes/alterations/modifications to Form D Product Codes or descriptions will be accepted on the Final Bid documents. Changes/alterations/modifications made to Form D Product Codes or descriptions will result in the bid item(s) being deemed non-responsive.**

	Manufacturer
<b>A</b>	A & G Mercury
<b>B</b>	Alexander Dennis
<b>C</b>	Arboc Mobility
<b>D</b>	Blue Bird
<b>E</b>	Braun
<b>F</b>	Champion Bus Inc.
<b>G</b>	Chance Morgan
<b>H</b>	Coach and Equipment
<b>I</b>	Collins Bus Corporation
<b>J</b>	Diamond Coach Corporation
<b>K</b>	Double K Corporation
<b>L</b>	EIDorado
<b>M</b>	EIDorado National - Riverside
<b>N</b>	Elkhart Coach
<b>O</b>	Freedom Motors
<b>P</b>	Gillig Corporation
<b>Q</b>	Glaval Corporation
<b>R</b>	Goshen Coach
<b>S</b>	IC Bus, LLC
<b>T</b>	MCI

<b>U</b>	Mid Bus, Incorporation
<b>V</b>	New Flyer
<b>W</b>	NOVA Bus Corporation
<b>X</b>	Proterra, LLC
<b>Y</b>	Specialty Vehicles
<b>Z</b>	StarCraft Bus
<b>AA</b>	StarTrans Bus
<b>BB</b>	Trams International
<b>CC</b>	Tug Technologies
<b>DD</b>	Turtle Top
<b>EE</b>	Mobility Ventures LLC
<b>FF</b>	Turtle Top
<b>GG</b>	CAIO Motor Coach
<b>HH</b>	BYD Motors, Inc.
<b>II</b>	Mobility Works
<b>JJ</b>	CAIO Motor Coach
<b>KK</b>	Carpenter Bus
<b>LL</b>	FR Conversions

**NOTE: The vehicles covered by this specification have been pre-listed on Form D for bid purposes.**

#### 14. MANUFACTURER OPTIONS

**Bidders** are required to furnish a complete price list of Manufacturer Published Options or Manufacturer Catalog(s) of all OEM Options on **Form E**. If attaching a Manufacture Published Catalog, **Bidder** must include the discount percentage being offered off the Manufacturer Suggested Retail Price (MSRP). **Catalogs listed without an offered discount percentage will not be accepted. 0% discounts will not be accepted.** The discount percentage being offered off the MSRP, at time of bid submittal, must remain constant throughout the term of the contract period.

#### 15. SPECIFICATIONS AND STANDARDS:

Equipment offered for sale pursuant to any **H-GAC** contract shall comply with all applicable requirements of the **most recent version** of following documents and publications:

**AMERICAN SOCIETY FOR TESTING AND MATERIALS**, 1916 Race Street, Philadelphia, Pennsylvania 19103: **ASTM A 606** - Standard Specification for Steel Sheet and Strip, Hot-Rolled and Cold-Rolled, High Strength, Low-Alloy, with Improved Corrosion Resistance.

**NATIONAL TRUCK EQUIPMENT ASSOCIATION**, 25900 Greenfield Rd. #410, Oak Park, MI: NTEA - Hydraulic Conversion Hoist Classification Charts

**SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)**, 400 Commonwealth Drive, Warrendale, PA. 15096:

- a. SAE J377 - Standard for Performance of Vehicle Traffic Horns.
- b. SAE J544b - Recommended Practice for Starting Motor and Generator Curves.
- c. SAE J551/12 - Vehicle Electromagnetic/Interference (EMI/RF).

**EXHAUST EMISSION STANDARDS** - Automobiles and trucks furnished to this specification shall meet the applicable requirements of the Environmental Protection Agency's **Exhaust Emission Standards** (40 CFR 85) as issued under authority of the **Clean Air Act**, as amended (42 USC 1857).**65.2**

**SUPERINTENDENT OF DOCUMENTS**, U.S. Government Printing Office, Washington, D.C. 20402:

- a. CFR, Title 40, Part 85 - Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- b. DOT, Title 49, Part 393 - Liquid Fuel Systems of Commercial Motor Vehicles, Certification of Fuel Tank.

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS** (Public Law 89-563):

- a. FMVSS No. 108 - Lamps, Reflective Devices, and Associated Equipment.
- b. FMVSS No. 210 - Seat Belt assemblies for Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses (where applicable).
- c. FMVSS No. 210 - Seat Belt Assembly Anchorages - Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses (where applicable).
- d. FMVSS No. 301 - Fuel System Integrity.

**FEDERAL STANDARDS:**

- a. No. 595A – Colors No. TT-C-520B - Coating Compound, Bituminous, Solvent Type, Underbody for Motor Vehicles. To include all latest updates and revisions.
- b. CID A-A-59295, dated 9/9/1998, Corrosion Preventive Compounds, covering solvent dispersed compounds for spray, brush or dip applications. (Undercoating).
- c. United States Occupational Safety and Health Administration (OSHA) - Construction Safety and Health Regulations Section 1926.601 - Motor Vehicles.

**AMERICANS WITH DISABILITIES ACT (ADA)**

**NOTE:** This section is required by law for any public transportation equipment.

- a. New buses, to be considered accessible by regulations issued by the U. S. Department of Transportation in 49 CFR parts 37, shall comply with the applicable provisions of this subpart.
- b. If portions of the vehicle are modified in a way that affects or could affect accessibility, each such portion shall comply, to the extent practicable, with the applicable provisions of this subpart. This provision does not require that inaccessible buses be retrofitted with lifts, ramps or other boarding devices.

**STATE OF TEXAS - GENERAL SERVICES COMMISSION**, Specifications Section, P.O. Box 13047, Austin TX 78711:

- a. **No. 055-20-01** Specification for Gasoline to Compressed Natural Gas Conversion Systems.
- b. **No. 055-20-02** Specification for Gasoline to Liquefied Petroleum Gas Conversion Systems.
- c. **No. 070-AT-2007/2008 Section A** 2007/2008 Model Automobiles and Trucks.

**TEXAS DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE BOARD** Administration, Licensing, and Enforcement, 125 East 11th Street, Austin, Texas 78701-2483

**RAILROAD COMMISSION OF TEXAS**, Liquefied Petroleum Gas Division, P.O. Box 12967, Austin TX 78711-2967:

- a. **Regulations for Compressed Natural Gas** (November, 1990)
- b. **Safety Rules-Liquefied Petroleum Gas Division** (November, 1990)

**14. QUALITY AND WORKMANSHIP:**

- Product/service design shall embody the latest approved product/service engineering practices and in compliance with all requirements.
- Workmanship shall be of the highest quality possible in its respective field. Special consideration shall be given to the following points: (1) Accessibility of various components which require periodic maintenance operations; (2) Ease of operation, and driving if applicable.
- Construction shall be based on providing product/service which will serve for an expected 4-year minimum life with safety factors as specified in the specifications.
- Weldments shall not be employed in the assembly of the Product/service in a manner which will prevent ready removal of any component part for service and/or repair.
- All exposed sharp metal edges shall be filed/sanded to prevent possible injury to personnel operating the product/service. All Product/service delivered under an **H-GAC** contract may be subject to inspection to ensure compliance with this paragraph.

**15. ALL STANDARD AND COMMON FEATURES:**

- Each vehicle identified on the **Form D** shall be considered to have all standard and common features. Each vehicle identified on the **Form D** shall have back-up product literature, cut/sheets or another form of

product brochure that indicates or describes exactly what all the common or standard features are for each Base Item Product. These brochures shall be under a separate TAB and shall be identified as to Product Code. Some features will be related to safety and others to driver and for passenger convenience, which are generally provided in a transit vehicle without customer stipulation. Those features include but are not limited to; adjustable instrument lights, interior sun visors, exterior backup lamps, two-speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage.

- Certification of ISO 9001:2000 Compliance: The manufacturer of the buses shall have a proven, third-party certified quality control system in place and shall be ISO 9000:2000 certified at the facility that will produce the buses as bid. Written certification of this ISO compliance shall be included with the bid submission documents. A copy of the bus manufacturer's ISO approved Quality Assurance Manual (**cover page only with company identification and compliance registry number**) shall also be submitted with the **Bidder(s)** bid package. In lieu of this ISO compliance, **H-GAC** will allow a bus manufacturer, that has a long established history in the business of manufacturing buses and has a comprehensive Quality Assistance Program already in place to be considered for this solicitation. All such manufacturers must submit its Quality Assistance Program Manual (in its entirety) with their bid, both as a paper document and as an electronic document. Additional information shall be included with the QA Manual such as; company history (start date), how long the QA Program has been in existence, complaint history and resolutions, are there outside third party certifications of the Program, or any other additional information that would be helpful for **H-GAC** evaluation.
- For each line item bid, **Bidder(s)** must be able to verify sales of at least 250 units in order to substantiate that the item has been fully tested in the marketplace. **EXCEPTION:** An exception to the 250-unit minimum shall be granted for new models, but Contractor must fully disclose to **End User** that the bus is a new model and has not yet met the 250-unit requirement and must give the **End User** a list of purchasers of the new, with contact information.
- Each wheelchair position will have flip-seats installed as per the **Bidder(s)** floor plan for use when the wheelchair position is not occupied by wheelchairs. Flip-seats shall be provided with seat belts. Seat belt locking devices shall be of high quality, easy to latch and unlatch. The seats shall be of the same design as the other passenger seats. The bottom of the flip-seats shall be aluminum, ABS or carpeted. The type of flip-seat shall be indicated on the floor plan given to the **End User** prior to submission of an **End User** Purchase Order.
- The wheelchair positions shall be provided with restraint devices that will secure the wheelchair and the wheelchair passenger while in the wheelchair. These devices shall be adjustable to accommodate varying track widths of wheelchairs. Each wheelchair shall have a four-point securement (2 at the front and 2 at the rear). The Wheelchair securing retractors shall be fully automatic, self-tensioning and self-locking with recessed anchor points of sufficient strength to secure a wheelchair. Retractors and belts shall store in a convenient storage compartment. The entire securement system shall comply with all applicable regulations including the ADA regulations.

#### 16. GENERAL INFORMATION AND REQUIREMENTS:

- **Unless otherwise specified in an End User Purchase Order**, vehicle manufacturer's standard advertised/published accessories for units shall be chassis-factory installed. Requested optional equipment on units shall be furnished and installed by the chassis manufacturer, or shall be furnished and installed by other manufacturers, provided all specified minimum requirements are met.
- Weldments to the frame of a cutaway chassis is allowed if the vehicle is of a low-floor design. Holes for bolting purposes shall be drilled in an acceptable manner. Burning shall not be acceptable under any condition to provide said holes. Further, no holes shall be drilled in either the top or bottom flange of truck frames with the exception of holes drilled in the section behind the rear-most attachment of the rear spring hangers or for preformed, factory-made frame rail bolt holes for subsequent body installation. Welding or torch cutting shall be confined to "boxing" the rear end of truck. All such work shall be confined to area behind rear spring hangers. Chassis frame rivets shall not be removed or cut flush with frame for any reason.
- Safety plaques (or decals) shall be furnished on both sides of any bus bodies where applicable. These safety plaques (or decals) shall include necessary warnings and precautions. Permanent plaques are preferred to decals. Plaque or decal indicating the vehicle height must be posted within easy view of the



driver. All decals such as; emergency exit, steps, wheelchair lift, etc shall be permanent and shall be in accordance with ANSI 535 4-1991 or latest revision.

- Do not install or attach decals or markings of any type pertaining to dealer/manufacture advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to any unit of government.
- The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and shall include mileage accrued to the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. **The odometer statement on the MSO may satisfy this requirement.** Odometer and MSO shall be presented by contractor to the **End User** at the time of delivery.
- It is the **Bidder(s)** responsibility to calculate the actual loaded weight of the vehicle, to include all options, and to provide a higher GVWR if required.
- Successful **Bidder(s)** shall furnish buses meeting or exceeding the minimum requirements of this document, equipped exactly as listed for models in the various parts of this specification and with any other requirements specified in an **End User** P.O. The buses shall be completely assembled, serviced, adjusted, and including all standard equipment including standard and optional equipment installed. The units shall have been made ready prior to delivery to the **End User**/purchaser for continuous operation. Standard equipment shall include those components and accessories usually and ordinarily furnished without additional cost on regular production models.

#### 17. AIR CONDITIONING:

The installed air conditioning system shall cool the interior of the vehicle to 80° F measured at a minimum of three points, located four feet above the floor at the longitudinal centerline of the vehicle. The three points shall be (1) near the driver's location (2) at the mid-point of the body and (3) two feet forward of the rear of the vehicle. The air conditioning system shall be considered a vital necessity for both driver and passengers alike and never treated as a possible cost savings area.

The systems compressors, condenser, evaporators shall all be sized accordingly not be down-sized in any way that could lessen or cheapen the overall system as a whole. The system shall also be compatible with the vehicles engine so as not to put an undue strain on the engine or its components. All the components of the air conditioning system, shall meet or exceed the SAE-j2064 type d specifications or latest revisions. The air condition system shall be controlled from the driver's seated position and shall include a low pressure switch in order to provide protection to the system's compressor in case of low or sudden loss of R-134A refrigerant.

#### 18. SAFETY EQUIPMENT:

The following applies to all types buses:

- **First Aid Kit:** The first aid kit shall be a Standard 24 unit First Aid Kit to include one-way airway apparatus and one pair of disposable gloves. Kit shall be securely mounted near the driver's seat.
- **Fire Extinguisher:** The fire extinguisher shall be a minimum of five (5) pound dry type (BC rated), securely mounted near the driver's seat.
- **Reflectors:** Three (3) triangular reflectors with a storage container shall be provided, securely mounted near the driver's seat.
- **Back-Up Alarm:** Back-up alarm that is electrically operated and produces an intermittent sound when the vehicle is shifted into reverse shall be furnished to warn others while vehicle movement is in reverse. The alarm shall meet or exceed SAE J994B standards or latest revised standards.
- **Fresnel Lens:** Fresnel Lens shall be provided on the rear windows of the vehicle where applicable.

#### 19. BUMPERS:

The rear bumper shall be of sufficient strength to allow the vehicle to be pushed without damage.

#### 20. LIGHTING:

Overhead entrance and stepwell lights shall provide no less than five foot-candles of illumination on the entrance step area with the door open. This system shall be illuminated automatically when the door is open.

Overhead and stepwell lights shall be wired to and activated automatically by door control and by a separate dash mounted switch.

All exterior lights, with the exception of headlights, passenger entry door, lift door, curb light, and rear backup lights shall be Light Emitting Diode (LED) lights. Lighting shall be in accordance with Federal Motor Carrier Safety Regulations 393.12, or its latest revisions. All lights shall have wire long enough to move the light at least six inches (6") from vehicle for service. Lights shall be grounded to body framing structure. All lights shall be sealed from moisture. Marker lights shall be armored, surface mounted. Center brake light shall be furnished.

#### **21. HEATING AND DEFROSTING:**

A rear hot water heater with blower fan shall have a BTU rating of at least thirty thousand (30,000) shall be installed under a seat near the rear of the vehicle. The controls shall be readily accessible to the driver. Heater hose connections shall be installed above the floor of the vehicle body and through the fire wall to the engine compartment. Easily accessible all brass gate valve(s) shall be furnished to cut off the flow of coolant water to the rear heater.

#### **22. SERVICE MANUALS:**

A line setting sheet and manual(s) containing operating and servicing instructions for the vehicle shall be provided with each vehicle. The manual(s) shall be as detailed as possible outlining all necessary operating and servicing instructions for each vehicle including the vehicle's driveline components. Necessary warning and safety precautions shall be included. In addition, manual(s) containing illustrated parts lists, operating and servicing instructions for related, ad special equipment supplied with the vehicle shall be provided with the vehicle. In addition, **Bidder(s)** will quote as a published option, any service or operating manuals commercially available from the manufacturers of each component of the vehicle.

#### **23. PRE-DELIVERY SERVICE:**

All units shall include new vehicle pre-delivery service and the following service shall be performed before the units are delivered to the receiving agency:

- All fluid levels checked and maintained with the proper grade and type of fluids.
- Pre-delivery inspection and service on chassis.
- The interior and exterior of units shall have been cleaned and washed.
- When so specified in an **End User** Purchase Order, the vendor or its representative which is authorized will indicate that service was performed and that inspection indicates the product is in good condition and ready for delivery.

#### **24. DELIVERY OF EQUIPMENT TO END USERS:**

The successful **Bidder(s)** under contract with **H-GAC** shall be responsible for delivery and acceptance of each piece of equipment delivered to the **End User** according to the requirements of these specifications, the contract with **H-GAC**, and the purchase order issued to the **Bidder(s)** by **H-GAC** on the **End User** Agency's behalf. All required tests of equipment, certifications and licensing shall be borne by the **Bidder(s)**.

#### **25. WARRANTY & MAINTENANCE:**

Warranties submitted with the bid response shall be in lieu of all other warranties, expressed or implied, all other representations to **H-GAC**, and/or the **End User** Agency, and all other obligations or liabilities, including liability or incidental or consequential damage on the part of the **Bidder(s)**. Neither **H-GAC** nor the **End User** assume any warranty or liability on the **Bidder(s)** behalf unless made or assumed in writing initiated by the **Bidder(s)** and agreed to in writing by **H-GAC** or the **End User**.

- **Bidder(s)** must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Bid Invitation. The Warranty and Maintenance Services, including Extended Maintenance Agreements, must be described in detail on the **Form E**.
- Contractor will warrant against defects in workmanship of product for the minimum standard period warranty from the date of acceptance of said equipment. This shall include but not limited to all parts, labor and related travel expenses.

- Contractor will ensure that any part deemed to be defective or otherwise inoperative will be repaired or replaced at no cost to the **End User**, if the term of the standard warranty has not expired.
- **Bidder(s)** must provide, on **Form E**, a complete description of its warranty service, maintenance and extended maintenance programs, to include any **End User** costs, hourly rates and/or any other expenses. Also included shall be lead times with respect to service calls and 800 support numbers.
- Extended Maintenance Agreements (post warranty maintenance agreements) are considered a part of this agreement and can include both remedial and preventive maintenance services to include all labor and parts (except consumables).
  - a. An additional agreement containing the extended maintenance may need to be signed by the **Bidder(s)** and End User.
  - b. If purchased by the **End User**, the initial period begins after the expiration of the initial warranty period (minimum 1-yr.), and shall provide the same terms and conditions of the initial warranty.
  - c. **Bidder(s)** shall state on **Form E**, the annual Extended Maintenance Agreement cost for all equipment and components.

## 26. MULTIPLE UNIT DISCOUNTS:

The **Bidder(s)** must state in their bid response on **Form E**, any discounts for **End Users** placing multiple unit orders per purchase order and exactly what parameters must be met in order to receive those additional pricing discounts.

**IMPORTANT NOTE:** Federal Legislation – (SAFETEA-LU) bill, Public Law 109-59 as passed by Congress and signed by the President, in 2005. Section 3025(i) reads as follows; “Bus Dealer Requirements – No State law requiring buses to be purchased through in-State dealers shall apply to vehicles purchased with a grant under this chapter.”

**HGACBuy** is making reference to this federal statute as it applies, because of the Section A, Sub-heading 14 on page 8 of 19, TEXAS MOTOR VEHICLE COMMISSION CODE AND LICENSING, found within this bid offering. As a governmental entity within the State of Texas we must continue to comply with this directive and request the state licensing requirements be met as required.

**NOTE:** At no time shall this contract be used for the purchase of used or previously owned equipment. Purchases be for the most current make/model of equipment

**NOTE:** The following **Exhibit ‘A’**, Federal Articles and Certifications should be signed and submitted with the bid response as a ‘hard copy’ and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

**NOTE:** The following **Exhibit ‘B’**, a short section of FTA Circular 4220.1F, Transit Vehicle Manufacturers Certificate of Compliance, it must be signed and submitted with the bid response as a ‘hard copy’ and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

**NOTE:** The following **Exhibit ‘C’**, is the cover page for the FTA Circular 4220.1F, Third Party Contracting Guidance, must be signed and submitted with the bid response as a ‘hard copy’ and as an electronic copy as well. Signing this single cover sheet signifies compliance with this entire FTA Circular. It should be labeled with an identification TAB within the bid response binder.

**[All Exhibits are located at the end of the bid document following the ProForma Contract]**

## 27. INSTRUCTIONS AND REFERENCES:

It is extremely important that you follow all response instructions including those found in Section A, Sub-section 27 starting on page 11 of 19. Also, see instructions for list of References indicated in Section A, Sub-section 9, page 6 of 19. A checklist found in the Forms Section can be a helpful guide and each line of that form must be initialed.

**End of Section B**  
**For Information About This Invitation, Please Contact:**

**Aundre Petty**

**Ph: 713.993.2453**

**Fax: 713-993-4548**

**E-mail: [aundre.petty@H-GAC.com](mailto:aundre.petty@H-GAC.com)**



## SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: BT01-17

Title: BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES

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
Section D:	ProForma
CIQ:	Conflict of Interest Questionnaire
Exhibits:	Exhibits A thru C

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

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

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

Invitation No.: **BT01-17**

Invitation Title: **BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES**

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

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

Offeror Status:  **Manufacturer**       **Dealer/Distributor**       **Other**

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

Contract Signatory(2): \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address(3): \_\_\_\_\_

Street/PO Box \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Physical Address: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ Web Page URL: \_\_\_\_\_

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

**Member Contact Information**

Contact Person(4): \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street/PO Box \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Physical Address: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Toll Free Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Title: BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES**

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

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

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

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

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

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

Accepted and Agreed By:	
Title:	Date:

HUB Status Of Offeror	
<input type="checkbox"/> Offeror is a HUB, as detailed below.	<input type="checkbox"/> Offeror is not a HUB.
Designation(s): <input type="checkbox"/> HUB <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input style="width: 100px;" type="text"/>	
Certifying/Listing Authority(s): <input style="width: 100%; height: 20px;" type="text"/>	
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.	
<input type="checkbox"/> Subcontractor List attached.	<input type="checkbox"/> No Subcontractors will be used.

Title: **BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES**

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

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

This Response Includes:	Initial
1 An "Original" hard copy of the <b>COMPLETE</b> submission, including all required <i>FORMS</i> , plus one copy, each in a separate <b>hard-sided</b> 3-ring binder.	
2 A copy of the <b>COMPLETE</b> submission, including all required <i>FORMS</i> , in <b>electronic format</b> (CD, DVD, flash drive).	
3 An originally signed <b>Form A</b> from all entities who are party to this submission and who should be offered a contract if this submission is successful.	
4 The required list of <b>References</b> .	
5 Details of " <b>Service Organization</b> ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
6 Complete <b>Warranty Documentation</b> for all Products offered.	
7 The manufacturer's latest <b>Specification Documents</b> detailing standard features, operating characteristics, etc., for all products offered.	
8 <b>Form CIQ</b> , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a> ) If Form CIQ does not apply, put "N/A" in the box to the right.	
9 If the <b>Non-Resident Reciprocal Bid Act</b> applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
10 If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	
11 All line items on the Form D (that your company is bidding) has both a price and a (yes or no) inserted in the box provided as to whether products offered are "Buy America Certified".	
12 All Altoona Test Certifications have been submitted with the bid document.	
13 All ISO-9001:2000 Certifications have been submitted with the bid documents. QA manuals in lieu of these ISO Certificates.	
14 Exhibits A, B and C submitted and signed. These forms must be submitted in paper-form as well as submitted electronically.	
15 FTA Standard Bus Procurement guidelines 1.1.6.8 Certificate of Compliance with Bus Testing Requirements. The procurement must comply with 49 U.S.C. § 5323 © and the FTA's implementation of regulation 49 CFR Part 665. ( <b>Signed copy like the form that is given to the End User upon purchase of your product.</b> )	



**H-GAC 'FORM D' ---- PRODUCT ITEM BASE OFFERING PRICES**

**Offeror Name:**

**Invitation No.:**

**BT01-17 - BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES**

**NOTES & INSTRUCTIONS:**

1. Offeror shall complete this form and include completed copies of this Form D with their bid (print and include applicable sections of this form that corresponds to the models bid.)
2. The three (3) character Product Code; The first character designates the manufacturer, the second character designates the primary equipment category and the third character designates the specific manufacturer's model. Due to the increased number of manufacturers and equipment listings, the manufacturer and the model listing may have a two character (letter) rather than a one character (letter).
3. A copy of this Form D shall be included with the bid in an electronic format (CD/Flash Drive). It shall be in Excel format so that it can easily be copied and pasted for evaluation purposes and for possible uploading to our website.
4. Offeror should bid optional models (upgrades/downgrades), options, accessories, enhancements, etc. on Form E.
5. Pricing for optional models to be shown as the differential amount between the Base Product item price and the optional model being bid. Offeror shall reference the three (3) alpha/numeric character Product Code listed below that correlates to the option (model) being bid on Form E.

Base Product Code	Manufacturer	Description	Bid Price (\$\$\$)	Buy Am. Yes or No
AWA	A & G Mercury	Tram Tow Tug Tractor - Gasoline Fueled		
AWB	A & G Mercury	Tram Tow Tug Tractor - Propane Fueled		
AWC	A & G Mercury	Tram Tow Tug Tractor - Diesel Fueled		
BOA	Alexander Dennis	Enviro 500 40 foot Double Decker - Transit Operation		
BOB	Alexander Dennis	Enviro 500 42 foot Double Decker - Transit Operation		
BOC	Alexander Dennis	Enviro 500 42 foot Double Decker - Inter-Urban Operation		
BOD	Alexander Dennis	Enviro 500 42 foot Twin Staircase Double Decker - Transit Operation		
BOE	Alexander Dennis	Enviro 400 36 foot Open Top Double Decker - Tourist Operation		
BRA	Alexander Dennis	Enviro 500 42 foot Hybrid Double Decker - Transit Operation		
CCA	Arboc Mobility	SOF 13 passenger wheelchair		
CCB	Arboc Mobility	SOF 23 passenger 2 wheelchair		
CCC	Arboc Mobility	SOI 10 passenger 2 wheelchair		
CKA	Arboc Mobility	SOL 30 passenger and 2 wheelchair		
CKB	Arboc Mobility	SOL 37 passenger and 2 wheelchair		
CMA	Arboc Mobility	SOEquus 14 passenger and 2 Wheelchair		
CVA	Arboc Mobility	SOM 13 Passenger w/1-Wheelchair		
CVB	Arboc Mobility	SOM 9 Passenger w/1-Wheelchair and Luggage Rack		
CVC	Arboc Mobility	SOM 19 Passenger w/2-Wheelchair		
CVD	Arboc Mobility	SOM 21 Passenger w/2-Wheelchair		
CVE	Arboc Mobility	SOM 9 Passenger w/4-Wheelchair w/CNG		
DBA	Blue Bird	G5, 100, 16 passenger		
DBB	Blue Bird	G5, 100, 8 passenger w/2-Wheelchair		
DCA	Blue Bird	G5, 200, 21 passenger		
DCB	Blue Bird	G5, 200C, 12 passenger w/2-Wheelchair		
DGA	Blue Bird	G5, 900, 25 passenger - Ford Chassis Only		
DGB	Blue Bird	G5, 900, 16 passenger w/2-Wheelchair, Ford Chassis Only		
DHA	Blue Bird	BBCV		
DLA	Blue Bird	A3FE		
DLB	Blue Bird	D3FE		
DLC	Blue Bird	D3RE		

<b>EEA</b>	Braun	Entervan		
<b>EEB</b>	Braun	Vision		
<b>FBA</b>	Champion Bus Inc.	Crusader CR-210 - 14 Passenger		
<b>FBB</b>	Champion Bus Inc.	Crusader CR-211 - 8 Passenger w/2-Wheelchair		
<b>FBC</b>	Champion Bus Inc.	Crusader CR-213 - 11 Passenger w/Luggage Rear		
<b>FBD</b>	Champion Bus Inc.	Crusader CR-214 - 14 Passenger w/Luggage Box		
<b>FCA</b>	Champion Bus Inc.	Challenger CH-200 - 17 Passenger		
<b>FCB</b>	Champion Bus Inc.	Challenger CH-220 - 21 Passenger		
<b>FCC</b>	Champion Bus Inc.	Challenger CH-230 - 16 Passenger w/2-Wheelchair		
<b>FCD</b>	Champion Bus Inc.	Challenger CH-231 - Flat Floor - 6 Passenger w/3-Wheelchair		
<b>FCE</b>	Champion Bus Inc.	Challenger CH-250 - 18 Passenger w/Luggage Box		
<b>FCF</b>	Champion Bus Inc.	Challenger CH-250 - 25 Passenger		
<b>FCG</b>	Champion Bus Inc.	Challenger CH-250 - 18 Passenger w/ 2-Wheelchair		
<b>FCH</b>	Champion Bus Inc.	Challenger CH-251 - Flat Floor - 11 Passenger w/3-Wheelchair		
<b>FCI</b>	Champion Bus Inc.	Challenger CH-253 - 21 Passenger w/Luggage Rear		
<b>FDA</b>	Champion Bus Inc.	Defender DF-270 - 25 Passenger w/Luggage Rear		
<b>FDB</b>	Champion Bus Inc.	Defender DF-270 - 29 Passenger		
<b>FDC</b>	Champion Bus Inc.	Defender DF-270 - 20 Passenger w/2-Wheelchair		
<b>FDD</b>	Champion Bus Inc.	Defender DF-280 - 21 Passenger		
<b>FDE</b>	Champion Bus Inc.	Defender DF-281 - 18 Passenger w/2-Wheelchair RL		
<b>PDF</b>	Champion Bus Inc.	Defender DF-290 - 27 Passenger		
<b>FDG</b>	Champion Bus Inc.	Defender DF-291 - 20 Passenger w/2-Wheelchair RL		
<b>FDH</b>	Champion Bus Inc.	Defender M2/S2C - 14 Passenger w/3-Wheelchair FL		
<b>FDI</b>	Champion Bus Inc.	Defender M2/S2C - 24 Passenger w/2-Wheelchair RL		
<b>FDJ</b>	Champion Bus Inc.	Defender M2/S2C - 24 Passenger w/2-Wheelchair FL		
<b>FDK</b>	Champion Bus Inc.	Defender M2/S2C - 25 Passenger w/2-Wheelchair FL		
<b>FDL</b>	Champion Bus Inc.	Defender DF-290 - 23 Passenger w/Luggage Box		
<b>FDM</b>	Champion Bus Inc.	Defender DF-310 - 33 Passenger		
<b>FDN</b>	Champion Bus Inc.	Defender DF-291 - 24 Passenger w/2-Wheelchair		
<b>FDO</b>	Champion Bus Inc.	Defender DF-313 - 29 Passenger w/Luggage Rear		
<b>FDP</b>	Champion Bus Inc.	Defender M2/S2C - 28 Passenger w/2-Wheelchair RL		
<b>FDQ</b>	Champion Bus Inc.	Defender M2/S2C - 29 Passenger w/2-Wheelchair FL		
<b>FDR</b>	Champion Bus Inc.	Defender M2/S2C - 30 Passenger w/2-Wheelchair RL		
<b>FDS</b>	Champion Bus Inc.	Defender M2/S2C - 32 Passenger w/2-Wheelchair FL		
<b>FDT</b>	Champion Bus Inc.	Defender M2/S2C - 33 Passenger		
<b>FDU</b>	Champion Bus Inc.	Defender M2/S2C - 34 Passenger w/2-Wheelchair FL		
<b>FDV</b>	Champion Bus Inc.	Defender M2/S2C - 38 Passenger w/2-Wheelchair RL		
<b>FDW</b>	Champion Bus Inc.	Defender M2/S2C - 41 Passenger		
<b>FVA</b>	Champion Bus Inc.	LF240FP E450 Non-Kneeling 10 Passenger w/2 Wheelchairs		
<b>FVB</b>	Champion Bus Inc.	LF260FP E450 Non-Kneeling 14 Passenger w/2 Wheelchairs		
<b>FVC</b>	Champion Bus Inc.	LF270FP E450 Non-Kneeling 16 Passenger w/2 Wheelchairs		
<b>FVC</b>	Champion Bus Inc.	LF250GW GM 14 Passenger w/2 Wheelchairs		
<b>FVD</b>	Champion Bus Inc.	LF550 Gas 9 Passenger w/ 3 wheelchairs		
<b>FVE</b>	Champion Bus Inc.	LF550 Diesel 9 Passenger w/3 Wheelchairs		
<b>FVF</b>	Champion Bus Inc.	LF550 Gas 12 Passenger w/3 wheelchairs		
<b>FVG</b>	Champion Bus Inc.	LF550 Diesel 12 Passenger w/3 Wheelchairs		
<b>FVH</b>	Champion Bus Inc.	LF550 Gas 15 Passengers w/2 Wheelchairs		
<b>FVI</b>	Champion Bus Inc.	LF550 Diesel 15 Passengers w/2 Wheelchairs		
<b>FVJ</b>	Champion Bus Inc.	LF550 Gas 18 Passenger w/2 Wheelchairs		
<b>FVK</b>	Champion Bus Inc.	LF550 Diesel 18 Passenger w/2 Wheelchairs		
<b>FVL</b>	Champion Bus Inc.	LF550 Gas 20 Passenger w/2 Wheelchairs		
<b>FVM</b>	Champion Bus Inc.	LF550 Diesel 20 Passenger w/2 Wheelchairs		
<b>GIA</b>	Chance Morgan	TramStar LFT Power Car - Gasoline		
<b>GIB</b>	Chance Morgan	TramStar LFT Power Car - Diesel		
<b>GIC</b>	Chance Morgan	TramStar LFT Power Car - Propane		
<b>GID</b>	Chance Morgan	TramStar LFT Power Car - CNG		
<b>GIE</b>	Chance Morgan	TramStar LFT Trailer - 28 Passenger		

<b>HAA</b>	Coach & Equipment	Phoenix AC, 10 Passenger		
<b>HAB</b>	Coach & Equipment	Phoenix AC, 4 passenger w/1-Wheelchair		
<b>HAC</b>	Coach & Equipment	Phoenix AC, 2 passenger w/2-Wheelchair		
<b>HBA</b>	Coach & Equipment	Phoenix ML, 11 passenger		
<b>HBB</b>	Coach & Equipment	Phoenix ML, 8 passenger w/1-Wheelchair		
<b>HBC</b>	Coach & Equipment	Phoenix ML, 4 passenger w/2-Wheelchair		
<b>HBD</b>	Coach & Equipment	Phoenix ML, 2 passenger w/3-Wheelchair		
<b>HBE</b>	Coach & Equipment	Phoenix ML, 1 passenger w/4-Wheelchair		
<b>HCA</b>	Coach & Equipment	Phoenix, 24 passenger		
<b>HCB</b>	Coach & Equipment	Phoenix, 16 passenger		
<b>HCC</b>	Coach & Equipment	Phoenix, 12 passenger		
<b>HCD</b>	Coach & Equipment	Phoenix, 10 passenger w/1-Wheelchair		
<b>HCE</b>	Coach & Equipment	Phoenix, 6 passenger w/2-Wheelchair		
<b>HCF</b>	Coach & Equipment	Phoenix, 12 passenger w/2-Wheelchair		
<b>HCG</b>	Coach & Equipment	Phoenix, 16 passenger w/2-Wheelchair		
<b>HCH</b>	Coach & Equipment	Phoenix, 14 passenger w/3-Wheelchair		
<b>HCI</b>	Coach & Equipment	Phoenix, 10 passenger w/4-Wheelchair		
<b>H CJ</b>	Coach & Equipment	Phoenix, 6 passenger w/5-Wheelchair		
<b>HCK</b>	Coach & Equipment	Phoenix, 21 passenger w/rear luggage		
<b>HCL</b>	Coach & Equipment	Phoenix, 12 passenger w/rear luggage		
<b>HCM</b>	Coach & Equipment	Phoenix, 10 passenger w/rear luggage		
<b>IBA</b>	Collins Bus	Commuter 14 Passenger, 2-Covered -Wheelchair stations		
<b>ICA</b>	Collins Bus	Commuter 22 Passenger		
<b>JAA</b>	Diamond Coach	PT Nugget 9 Passenger w/1 Wheelchair		
<b>JAB</b>	Diamond Coach	Executive Nugget- 13 Passenger & Rear Luggage-(Non ADA Compliant)		
<b>JAC</b>	Diamond Coach	Shuttle Nugget- 9 Passenger & Luggage Rack-(Non ADA Compliant)		
<b>JBA</b>	Diamond Coach	PT 2000-F-13, 12 Passenger w/1-Wheelchair		
<b>JBB</b>	Diamond Coach	PT 2000-F-14, 10 Passenger w/2-Wheelchair		
<b>JBC</b>	Diamond Coach	VIP 2000-C-7, 14 Passenger-(Non ADA Compliant)		
<b>JBD</b>	Diamond Coach	VIP 2200-C-3, 20 Passenger-(Non ADA Compliant)		
<b>JBE</b>	Diamond Coach	VIP 2200-F-3, 12 Passenger w/2-Wheelchair		
<b>JBF</b>	Diamond Coach	VIP 2200-F-10, 6 Passenger w/4-Wheelchair		
<b>JBG</b>	Diamond Coach	VIP 2500-F-1, 16 Passenger w/2-Wheelchair		
<b>JBH</b>	Diamond Coach	VIP 2800-C-4, 24 Passenger & Rear Luggage-(Non ADA Compliant)		
<b>JBI</b>	Diamond Coach	VIP 2800-C-1, 28 Passenger-(Non ADA Compliant)		
<b>JBJ</b>	Diamond Coach	VIP 2800-F-3, 20 Passenger w/2-Wheelchair		
<b>JCA</b>	Diamond Coach	VIP 2200-A-1, 16 Passenger-(Non ADA Compliant)		
<b>JCB</b>	Diamond Coach	VIP 2200-B-1, 14 Passenger w/Luggage Rear		
<b>JCC</b>	Diamond Coach	IBD 2200, 20 Passenger-(Non ADA Compliant)		
<b>JCD</b>	Diamond Coach	IBD 2200, 11 Passenger w/2-Wheelchair		
<b>JDA</b>	Diamond Coach	VIP 2500-B-O, 21 Passenger w/Luggage Rear-(Non ADA Compliant)		
<b>JDB</b>	Diamond Coach	VIP 2500-C-O. 25 Passenger-(Non ADA Compliant)		
<b>JDC</b>	Diamond Coach	VIP 2500-F-14, 16 Passenger w/2-Wheelchair		
<b>JDD</b>	Diamond Coach	VIP 3201, Type III-HD, 33 Passenger-(Non ADA Compliant)		
<b>JDE</b>	Diamond Coach	VIP 3201, Type III-HD, 29 Passenger w/Rear Luggage-(Non ADA Compliant)		
<b>JDF</b>	Diamond Coach	VIP 3201, Type III-HD, 24 Passenger w2-Wheelchair		
<b>JDG</b>	Diamond Coach	IBD 2500, 24 Passenger -(Non ADA Compliant)		
<b>JDH</b>	Diamond Coach	IBD 2500, 17 Passenger w/2-Wheelchair		
<b>KHA</b>	Double K, Inc.	Hometown Bus - 28 Passeneger w/2 Wheelchairs-Front Engine		
<b>KHB</b>	Double K, Inc.	Hometown Bus - 34 Passeneger w/2 Wheelchairs-Front Engine		
<b>KIA</b>	Double K, Inc.	Hometown Trolley/Villager 18 Passenger w/2-Wheelchair seats - Front Engine		

<b>KIB</b>	Double K, Inc.	Hometown Trolley/Villager 24 Passenger w/2-Wheelchair seats - Front Engine		
<b>KIC</b>	Double K, Inc.	Hometown Trolley/Villager 28 Passenger w/2-Wheelchair seats - Front Engine		
<b>KID</b>	Double K, Inc.	Hometown Trolley/Villager 32 Passenger w/2-Wheelchair seats - Front Engine		
<b>KIE</b>	Double K, Inc.	Hometown Trolley/Villager 34 Passenger w/2-Wheelchair seats - Front Engine		
<b>KJA</b>	Double K, Inc.	Hometown Trolley/Mainstreet 24 Passenger w/2 Wheelchair seats - Rear Engine		
<b>KJB</b>	Double K, Inc.	Hometown Trolley/Mainstreet 28 Passenger w/2 Wheelchair seats - Rear Engine		
<b>KJC</b>	Double K, Inc.	Hometown Trolley/Mainstreet 34 Passenger w/2 Wheelchair seats - Rear Engine		
<b>KJD</b>	Double K, Inc.	Hometown Trolley/Mainstreet 36 Passenger w/2 Wheelchair seats - Rear Engine		
<b>KUA</b>	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 28 Passenger w/2 Wheelchairs-Rear Engine		
<b>KUB</b>	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 30 Passenger w/2 Wheelchairs-Rear Engine		
<b>KUC</b>	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 30 Passenger w/2 Wheelchairs-Electric		
<b>KVA</b>	Double K, Inc.	Hometown Trolley/Carriage Low Floor 18 Passenger w/2-Wheelchair-Front Engine		
<b>LBA</b>	EIDorado	Aerolite 190 - 7 Passengers w/1-Wheelchair space		
<b>LBB</b>	EIDorado	Aerolite 200 - 8 Passengers w/1-Wheelchair space		
<b>LBC</b>	EIDorado	Aerolite 210 - 10 Passengers w/1-Wheelchair space		
<b>LCA</b>	EIDorado	Advantage 200 - 8 Passengers w/ 2-Wheelchair spaces		
<b>LCB</b>	EIDorado	Advantage 220 - 12 Passengers w/2-Wheelchair spaces		
<b>LCC</b>	EIDorado	Advantage 240 - 16 Passengers w/2-Wheelchair spaces		
<b>LCD</b>	EIDorado	Advantage 270 - 18 Passengers w/2-Wheelchair spaces		
<b>LCE</b>	EIDorado	Aerotech 200 - 10 Passengers w/2-Wheelchair spaces		
<b>LCF</b>	EIDorado	Aerotech 220 - 12 Passengers w/2-Wheelchair spaces		
<b>LCG</b>	EIDorado	Aerotech 240 - 16 Passengers w/2-Wheelchair spaces		
<b>LDA</b>	EIDorado	Aero Elite F550 270 - 18 Passengers w/2-Wheelchair spaces		
<b>LDB</b>	EIDorado	Aero Elite F550 290 - 20 Passengers w/2-Wheelchair spaces		
<b>LDC</b>	EIDorado	Aero Elite F550 320 - 24 Passengers w/2-Wheelchair spaces		
<b>LDD</b>	EIDorado	Aero Elite TC 250 - 16 Passengers w/2-Wheelchair spaces		
<b>LDE</b>	EIDorado	Aero Elite TC 270 - 18 Passengers w/2-Wheelchair spaces		
<b>LDF</b>	EIDorado	Aero Elite TC-290 - 20 Passengers w/2-Wheelchair spaces		
<b>LDG</b>	EIDorado	Aero Elite TC 320 - 24 Passenger w/2-Wheelchair spaces		
<b>LEA</b>	EIDorado	Amerivan PT - 3 Passengers w/1-Wheelchair space		
<b>LEB</b>	EIDorado	Mission - 1 Passenger w/2-Wheelchair spaces		
<b>MLA</b>	EIDorado National - R	Arrivo 33' High-Floor Bus		
<b>MLB</b>	EIDorado National - R	Arrivo 38' High-Floor Bus		
<b>MLC</b>	EIDorado National - R	Arrivo 40' High-Floor Bus		
<b>MMA</b>	EIDorado National - R	Axess 35' Low-Floor Bus		
<b>MMB</b>	EIDorado National - R	Axess 40' Low-Floor Bus		
<b>MMC</b>	EIDorado National - R	E-Z Rider II 30' Low-Floor Bus		
<b>MMD</b>	EIDorado National - R	E-Z Rider II 32' Low-Floor Bus		
<b>MME</b>	EIDorado National - R	E-Z Rider II 35' Low-Floor Bus		
<b>MNA</b>	EIDorado National - R	XHF 29' High-Floor Bus (No CNG Option Available)		
<b>MNB</b>	EIDorado National - R	XHF 32' High-Floor Bus		
<b>MNC</b>	EIDorado National - R	XHF 35' High-Floor Bus		
<b>MND</b>	EIDorado National - R	XHF 40' High-Floor Bus		
<b>MPA</b>	EIDorado National - R	Axess 35' Low-Floor Bus (Hybrid)		
<b>MPB</b>	EIDorado National - R	Axess 40' Low-Floor Bus (Hybrid)		

<b>MUA</b>	ElDorado National - R	Passport-HD 30' Low-Floor Bus		
<b>MUB</b>	ElDorado National - R	Passport-HD 35' Low-Floor Bus		
<b>NCA</b>	Elkhart Coach	EC-II, Type III, 25 Passenger-(Non ADA Compliant)		
<b>NCB</b>	Elkhart Coach	EC-II, Type III, 21 Passenger w/Rear Luggage-(Non ADA Compliant)		
<b>NCC</b>	Elkhart Coach	EC-II, Type III, 16 Passenger w/2-Wheelchair		
<b>NCD</b>	Elkhart Coach	EC-II, Type III, 20 Passenger w/2-Wheelchair		
<b>NCE</b>	Elkhart Coach	EC-II, Type III, 21 Passenger-(Non ADA Compliant)		
<b>NCF</b>	Elkhart Coach	EC-II, Type III, 16 Passenger w/Rear Luggage-(Non ADA Compliant)		
<b>NCG</b>	Elkhart Coach	EC-II, Type III, 14 Passenger-(Non ADA Compliant)		
<b>NCH</b>	Elkhart Coach	EC-II, Type III, 12 Passenger w/2-Wheelchair		
<b>NEA</b>	Elkhart Coach	EC-II, Type III, 14 Passenger w/Rear Luggage-(Non ADA Compliant)		
<b>OEA</b>	Freedom Motors	Dodge Grand Caravan SE 100"x31" lowered floor rear entry - 4-passanger w/2-Wheelchair		
<b>OEB</b>	Freedom Motors	Dodge Grand Caravan SE 60"x31" lowered floor rear entry - 4-passanger w/1-Wheelchair		
<b>OEC</b>	Freedom Motors	Toyota Sienna CE 60"x31" lowered floor rear entry - 4 passanger w/1-Wheelchair		
<b>PIA</b>	Gillig Corp.	30' Trolley Replica Bus		
<b>PIB</b>	Gillig Corp.	35' Trolley Replica Bus		
<b>PKA</b>	Gillig Corp.	Low Floor 35', Maximum Seating 32		
<b>PKB</b>	Gillig Corp.	Low Floor 40', Maximum Seating 40		
<b>PKC</b>	Gillig Corp.	Low Floor BRT 35'		
<b>PKD</b>	Gillig Corp.	Low Floor BRT 40'		
<b>PLA</b>	Gillig Corp.	High Floor Phantom 30', Maximum Seating 29		
<b>PLB</b>	Gillig Corp.	High Floor Phantom 35', Maximum Seating 37		
<b>PMA</b>	Gillig Corp.	Low Floor 29', Maximum Seating 28		
<b>PMB</b>	Gillig Corp.	Low Floor BRT 30'		
<b>PNA</b>	Gillig Corp.	High Floor Phantom 40', Maximum Seating 45		
<b>PPA</b>	Gillig Corp.	Low Floor HYBRID 30', Maximum Seating 28		
<b>PQA</b>	Gillig Corp.	Low Floor HYBRID 35', Maximum Seating 32		
<b>PQB</b>	Gillig Corp.	Low Floor HYBRID 40', Maximum Seating 40		
<b>QBA</b>	Glaval Bus	Primetime 350 Series - 8 Passenger w/2-Wheelchair		
<b>QBB</b>	Glaval Bus	Primetime 350 Series - 13 Passenger		
<b>QBC</b>	Glaval Bus	Sport Series - 12 Passenger		
<b>QCA</b>	Glaval Bus	Universal Series - 16 Passenger w/2-Wheelchair		
<b>QCB</b>	Glaval Bus	Universal Series - 25 Passenger		
<b>QCC</b>	Glaval Bus	Titan II Series - 10 Passenger w/2-Wheelchair FL		
<b>QCD</b>	Glaval Bus	Titan II Series - 12 Passenger w/2-Wheelchair RL		
<b>QCE</b>	Glaval Bus	Titan II Airporter Series - 10 Passenger w/2-Wheelchair FL		
<b>QCF</b>	Glaval Bus	Universal Airporter Series - 8 Passenger w/2-Wheelchair RL		
<b>QCG</b>	Glaval Bus	Universal Airporter Series - 10 Passenger w/2-Wheelchair RL		
<b>QCH</b>	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair RL		
<b>QCI</b>	Glaval Bus	Universal Airporter Series - 8 Passenger w/2-Wheelchair FL		
<b>QCJ</b>	Glaval Bus	Universal Airporter Series - 13 Passenger w/2-Wheelchair FL		
<b>QCK</b>	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair FL		
<b>QCL</b>	Glaval Bus	Universal Airporter Series - 14 Passenger w/2-Wheelchair RL		
<b>QCM</b>	Glaval Bus	Titan II Series - 14 Passenger w/2-Wheelchair		
<b>QCN</b>	Glaval Bus	Titan II Series - 20 Passenger		
<b>QCO</b>	Glaval Bus	Commuter 8 Passenger 2 Wheelchair		
<b>QDA</b>	Glaval Bus	Concorde II Series - 14 Passenger w/2-Wheelchair		
<b>QDB</b>	Glaval Bus	Concorde II Series - 18 Passenger w/2-Wheelchair FL		
<b>QDC</b>	Glaval Bus	Concorde II Series - 18 Passenger w/2-Wheelchair RL		
<b>QDD</b>	Glaval Bus	Concorde II Series - 22 Passenger w/2-Wheelchair FL		
<b>QDE</b>	Glaval Bus	Concorde II Series - 22 Passenger w/2-Wheelchair RL		
<b>QDF</b>	Glaval Bus	Concorde II Series - 24 Passenger w/2-Wheelchair FL		

<b>QDG</b>	Glaval Bus	Concorde II Series - 24 Passenger w/2-Wheelchair RL		
<b>QDH</b>	Glaval Bus	Concorde II Series - 26 Passenger w/2-Wheelchair FL		
<b>QDI</b>	Glaval Bus	Concorde II Series - 28 Passenger w/2-Wheelchair RL		
<b>QDJ</b>	Glaval Bus	Concorde II Series - 30 Passenger w/2-Wheelchair FL		
<b>QDK</b>	Glaval Bus	Concorde II Series - 30 Passenger w/2-Wheelchair RL		
<b>QDL</b>	Glaval Bus	Concorde II Series - 34 Passenger w/2-Wheelchair FL		
<b>QDM</b>	Glaval Bus	Concorde II Series - 34 Passenger w/2-Wheelchair RL		
<b>QDN</b>	Glaval Bus	Concorde II Series - 38 Passenger w/2-Wheelchair RL		
<b>QDO</b>	Glaval Bus	Concorde II Airporter Series - 16 Passenger w/2-Wheelchair RL		
<b>QDP</b>	Glaval Bus	Concorde II Airporter Series - 18 Passenger w/2-Wheelchair RL		
<b>QDQ</b>	Glaval Bus	Concorde II Airporter Series - 22 Passenger w/2-Wheelchair RL		
<b>QDR</b>	Glaval Bus	Concorde II Airporter Series - 26 Passenger w/2-Wheelchair RL		
<b>QDS</b>	Glaval Bus	Concorde II Airporter Series - 28 Passenger w/2-Wheelchair RL		
<b>QDT</b>	Glaval Bus	Concorde II Airporter Series - 32 Passenger w/2-Wheelchair RL		
<b>QDU</b>	Glaval Bus	Concorde II Airporter Series - 36 Passenger w/2-Wheelchair RL		
<b>QDV</b>	Glaval Bus	Entourage - 33 Passenger		
<b>QDW</b>	Glaval Bus	Entourage - 20 Passenger w/2-Wheelchair		
<b>QDX</b>	Glaval Bus	Entourage - 24 Passenger w/2-Wheelchair RL		
<b>QDY</b>	Glaval Bus	Entourage - 25 Passenger w/Luggage Rear		
<b>QDZ</b>	Glaval Bus	Entourage - 26 Passenger w/2-Wheelchair RL		
<b>QDAA</b>	Glaval Bus	Entourage - 29 Passenger		
<b>QDBB</b>	Glaval Bus	Entourage - 22 Passenger w/2-Wheelchair		
<b>QDCC</b>	Glaval Bus	Entourage - 29 Passenger w/Luggage Rear		
<b>QDDD</b>	Glaval Bus	Concorde II Series - 39 Passenger		
<b>QGA</b>	Glaval Bus	Apollo Series - 27 Passengers w/2-Wheelchair		
<b>QGB</b>	Glaval Bus	Apollo Series - 32 Passenger		
<b>QGC</b>	Glaval Bus	Apollo Series - 36 Passenger		
<b>QGD</b>	Glaval Bus	Apollo Series - 38 Passenger w/Luggage Rear		
<b>QGE</b>	Glaval Bus	Apollo Series - 39 Passenger		
<b>QGF</b>	Glaval Bus	Apollo Series - 39 Passenger w/Luggage Rear		
<b>QGG</b>	Glaval Bus	Apollo Series - 24 Passenger w/2-Wheelchair RL		
<b>QGH</b>	Glaval Bus	Apollo Series - 28 Passenger w/2-Wheelchair RL		
<b>QGI</b>	Glaval Bus	Apollo Series - 30 Passenger w/2-Wheelchair RL		
<b>QGJ</b>	Glaval Bus	Apollo Series - 30 Passenger w/2-Wheelchair RL		
<b>QVA</b>	Glaval Bus	Titan II LF Series - 10 Passenger Perimeter w/3-Wheelchair		
<b>QVB</b>	Glaval Bus	Titan II LF Series - 5-Wheelchair		
<b>QVC</b>	Glaval Bus	Titan II LF Series - 12 Passenger w/2-Wheelchair		
<b>QVD</b>	Glaval Bus	Titan II LF Series - 10 Passenger w/3-Wheelchair		
<b>QVE</b>	Glaval Bus	Titan II LF Series - 8 Passenger w/4-Wheelchair		
<b>QVF</b>	Glaval Bus	Titan II LF Series - 7-Wheelchair		
<b>RBA</b>	Goshen Coach	Pacer LS - 13 Passenger		
<b>RBB</b>	Goshen Coach	Pacer LS - 14 Passenger		
<b>RBC</b>	Goshen Coach	Pacer LS - 8 Passenger w/2-Wheelchair		
<b>RBD</b>	Goshen Coach	Pacer II - 13 Passenger		
<b>RBE</b>	Goshen Coach	Pacer II - 6 Passenger w/1-Wheelchair		
<b>RBF</b>	Goshen Coach	Pacer II - 8 Passenger w/2-Wheelchair		
<b>RCA</b>	Goshen Coach	Impulse- 25 Passenger		
<b>RCB</b>	Goshen Coach	Impulse- 12 Passenger w/2-Wheelchair		
<b>RCC</b>	Goshen Coach	Impulse- 16 Passenger w/2-Wheelchair		
<b>RCD</b>	Goshen Coach	Impulse- 21 Passenger		
<b>RGA</b>	Goshen Coach	G-Force - 16 Passenger w/2-Wheelchair		
<b>RGB</b>	Goshen Coach	G-Force - 22 Passenger w/2-Wheelchair		
<b>RGC</b>	Goshen Coach	G-Force - 24 Passenger w/2-Wheelchair		
<b>RGD</b>	Goshen Coach	G-Force - 25 Passenger		
<b>RGE</b>	Goshen Coach	G-Force - 28 Passenger		
<b>RGF</b>	Goshen Coach	G-Force - 30 Passenger		
<b>SHA</b>	IC Bus, LLC	PC105-20 Passenger		

<b>SHB</b>	IC Bus, LLC	PC105-24 Passenger		
<b>SHC</b>	IC Bus, LLC	PC105-22 Passenger w/ 2-Wheelchair or 28 Passengers		
<b>SHD</b>	IC Bus, LLC	PC105-28 Passenger		
<b>SHE</b>	IC Bus, LLC	PC105-28 Passenger w/2 wheelchair or 34 Passengers		
<b>SHF</b>	IC Bus, LLC	PC105-28 Passenger w/ 1 wheelchair or 36 Passengers		
<b>SHG</b>	IC Bus, LLC	PC105-32 Passenger		
<b>SHH</b>	IC Bus, LLC	PC105-36 Passenger		
<b>SHI</b>	IC Bus, LLC	PC105-34 Passenger w/2 wheelchair or 40		
<b>SHJ</b>	IC Bus, LLC	PC105-40 Passenger		
<b>SHK</b>	IC Bus, LLC	PC105-44 Passenger		
<b>SHL</b>	IC Bus, LLC	PC305-34 Passenger w/2 wheelchair or 40		
<b>SHM</b>	IC Bus, LLC	PC305-36 Passenger w/2 wheelchair or 40		
<b>SHN</b>	IC Bus, LLC	PC305-44 Passenger		
<b>SHO</b>	IC Bus, LLC	PC305-46 Passenger		
<b>SHP</b>	IC Bus, LLC	PC305-48 Passenger		
<b>SHQ</b>	IC Bus, LLC	HC250 - 20 Passenger w/1-Wheelchair		
<b>SHR</b>	IC Bus, LLC	HC270 - 25 Passenger		
<b>SHS</b>	IC Bus, LLC	HC270 - 21 Passenger w/Rear Luggage		
<b>SHT</b>	IC Bus, LLC	HC270 - 15 Passenger w/2-Wheelchair or 21 Passengers		
<b>SHU</b>	IC Bus, LLC	HC310 - 33 Passenger		
<b>SHV</b>	IC Bus, LLC	HC310 - 29 Passenger w/Rear Luggage		
<b>SHW</b>	IC Bus, LLC	HC310 - 24 Passenger w/2-Wheelchair or 26 Passengers		
<b>SHX</b>	IC Bus, LLC	HC350 - 37 Passenger		
<b>SHY</b>	IC Bus, LLC	HC350 - 33 Passenger w/Rear Luggage		
<b>SHZ</b>	IC Bus, LLC	HC350 - 28 Passenger w/2-Wheelchair or 30 Passengers		
<b>SHAA</b>	IC Bus, LLC	HC380 - 41 Passenger		
<b>SHAB</b>	IC Bus, LLC	HC380 - 37 Passenger w/Rear Luggage		
<b>SHAC</b>	IC Bus, LLC	HC380 - 32 Passenger w/2-Wheelchair		
<b>SHAD</b>	IC Bus, LLC	HC350 Platinum 102" - 35 Passenger		
<b>SHAE</b>	IC Bus, LLC	HC350 Platinum 102" - 31 Passenger w/Rear Luggage		
<b>SHAF</b>	IC Bus, LLC	HC380 Platinum 102" - 39 Passenger		
<b>SHAG</b>	IC Bus, LLC	HC380 Platinum 102" - 35 Passenger w/Rear Luggage		
<b>TXA</b>	MCI	D4000 Inmate Security Transportation Vehicle (ISTV) - Diesel		
<b>TXB</b>	MCI	D4000 - 40 foot Over-the-Road Commuter Coach - Diesel		
<b>TXC</b>	MCI	D4005 - 40 foot Over-the-Road Coach - Diesel		
<b>TXD</b>	MCI	D4500 - 45 foot Over-the-Road Commuter Coach - Diesel		
<b>TXE</b>	MCI	D4505 - 45 foot Over-the-Road Coach - Diesel		
<b>TXF</b>	MCI	J4500 - 45 foot Tour & Charter Coach - Diesel		
<b>TXG</b>	MCI	D4000 - 40 foot Over-the-Road Commuter Coach - CNG		
<b>TXH</b>	MCI	D4500 - 45 foot Over-the-Road Commuter Coach - CNG		
<b>TXI</b>	MCI	D4500 - 45 foot Over-the-Road Commuter Coach - Diesel / Electric Hybrid		
<b>UCA</b>	Mid Bus Inc.	AT 24 Passenger		
<b>UDA</b>	Mid Bus Inc.	AT 28 Passenger		
<b>UDB</b>	Mid Bus Inc.	AT 20 Passenger, w/2-Wheelchair stations		
<b>VNA</b>	New Flyer	XD35 - 12 year/500,000 Diesel 35' Xcelsior w/ 2+ Wheelchair positions		
<b>VNB</b>	New Flyer	XD40 - 12 year/500,000 Diesel 40' Xcelsior w/ 2+ Wheelchair positions		
<b>VNC</b>	New Flyer	XDE40 - 12 year/500,000 Diesel-Hybrid 40' Xcelsior w/ 2+ Wheelchair positions		
<b>VQA</b>	New Flyer	XCE35 - 12 year/500,000 Diesel-Hybrid 35' Xcelsior w/2+ Wheelchair positions		
<b>VQB</b>	New Flyer	XN35 - 12 year/500,000 CNG 35' Xcelsior w/2+ Wheelchair positions		
<b>VQC</b>	New Flyer	XN40 - 12 year/500,000 CNG 40' Xcelsior w/2+ Wheelchair positions		
<b>VQD</b>	New Flyer	XD60 - 12 year/500,000, Diesel 60' Xcelsior w/ 2 Wheelchair positions		
<b>VQE</b>	New Flyer	XDE60 - 12 year/500,000, Diesel-Hybrid 60' Xcelsior w/ 2 Wheelchair positions		
<b>VQF</b>	New Flyer	XN60 - 12 year/500,00 CNG 60' Xcelsior w/ 2 Wheelchair positions		

<b>VTA</b>	New Flyer	XE35 - 12 year/500,000, Electric 35' Xcelsior w/ 2 Wheelchair positions		
<b>VTB</b>	New Flyer	XE40 - 12 year/500,000, Electric 40' Xcelsior w/ 2 Wheelchair positions		
<b>VTC</b>	New Flyer	XE60 - 12 year/500,000, Electric 60' Xcelsior w/ 2 Wheelchair positions		
<b>WKA</b>	Nova Bus Corp	Transit Bus - "Low Floor" 35 ambulatory passenger seats w/2-Wheelchair		
<b>WQA</b>	Nova Bus Corp	Transit Bus - "Low Floor Hybrid" - 35+ ambulatory passenger w/2-Wheelchair		
<b>XTA</b>	Proterra, LLC	35' low-floor "Catalyst FC" (Fast Charge) Composite Body Battery Electric, 104 kWh, 29 seated passengers with 2 ADA positions.. In service Range app. 35 miles with <10 minute On-Route Charge time.		
<b>XTB</b>	Proterra, LLC	35' low-floor "Catalyst XR (Extended Range) Composite Body Battery Electric, 340 kWh, 29 seated passengers with 2 ADA positions. In Service Range app. 130 miles with 2.5 hr. slow charge.		
<b>XTC</b>	Proterra, LLC	40' low-floor "Catalyst FC Composite Body Battery Electric, 104 kWh, 40 seated passengers with 2 ADA locations. In service Range app. 30 miles with <10 minute On-Route Charge time.		
<b>XTD</b>	Proterra, LLC	40' low-floor "Catalyst" XR Composite Body Battery Electric, 340 kWh, 40 seated passengers with 2 ADA locations. In Service Range app. 120 miles with 2.5 hour charge time.		
<b>XTE</b>	Proterra, LLC	500 kW Fast Charge Station for On Route Charging		
<b>XTF</b>	Proterra, LLC	60 kW Shop Charger		
<b>YIA</b>	Specialty Vehicles	FE Trolley - 26' F53 Gasoline		
<b>YIB</b>	Specialty Vehicles	FE Trolley - 27' F53 Gasoline		
<b>YIC</b>	Specialty Vehicles	FE Trolley - 30' F53 Gasoline		
<b>YID</b>	Specialty Vehicles	FE Trolley - 26' MB65 Diesel		
<b>YIE</b>	Specialty Vehicles	FE Trolley - 27' MB65 Diesel		
<b>YIF</b>	Specialty Vehicles	FE Trolley - 30' MB65 Diesel		
<b>YIG</b>	Specialty Vehicles	FE Trolley - 32' MB65 Diesel		
<b>YIH</b>	Specialty Vehicles	FE Trolley - 33' MB65 Diesel		
<b>YJA</b>	Specialty Vehicles	RE Trolley - 30' XBS Diesel		
<b>YJB</b>	Specialty Vehicles	RE Trolley - 33' XBS Diesel		
<b>YJC</b>	Specialty Vehicles	RE Trolley - 37' XBS Diesel		
<b>YJD</b>	Specialty Vehicles	RE Low Floor Trolley - 30' XBA Diesel		
<b>YJE</b>	Specialty Vehicles	RE Low Floor Trolley - 34' XBA Diesel		
<b>YWA</b>	Specialty Vehicles	Star Shuttle - 8 Passenger Electric Shuttle		
<b>YWB</b>	Specialty Vehicles	Star Shuttle - 11 Passenger Electric Shuttle		
<b>YWC</b>	Specialty Vehicles	Star Shuttle - 14 Passenger Electric Shuttle		
<b>YWD</b>	Specialty Vehicles	Star Shuttle - 10 Passenger Electric Shuttle w/1-Wheelchair position		
<b>YWE</b>	Specialty Vehicles	Star Shuttle Trailer - 8 Passenger		
<b>YWF</b>	Specialty Vehicles	Star Shuttle Trailer - 11 Passenger		
<b>YWG</b>	Specialty Vehicles	Star Shuttle Trailer - 14 Passenger		
<b>YWH</b>	Specialty Vehicles	Executive Tram Trailer - 6 Passenger		
<b>YWI</b>	Specialty Vehicles	Executive Tram Trailer - 9 Passenger		
<b>YWJ</b>	Specialty Vehicles	Executive Tram Trailer - 12 Passenger		
<b>YWK</b>	Specialty Vehicles	Executive Tram Trailer - 15 Passenger		
<b>YWL</b>	Specialty Vehicles	Executive Tram Trailer - 21 Passenger		
<b>YWM</b>	Specialty Vehicles	Tram Tow Tug Tractor - Gasoline Fueled		
<b>YWN</b>	Specialty Vehicles	Tram Tow Tug Tractor - Propane Fueled		
<b>YWO</b>	Specialty Vehicles	Tram Tow Tug Tractor - Diesel Fueled		
<b>YWP</b>	Specialty Vehicles	Metro Power Car - Gasoline		
<b>YWQ</b>	Specialty Vehicles	Metro Power Car - Diesel		
<b>YWR</b>	Specialty Vehicles	Metro Power Car - Propane		
<b>YWS</b>	Specialty Vehicles	Metro Power Car - CNG		
<b>YWT</b>	Specialty Vehicles	Metro Trailer - 28 Passenger		
<b>YWU</b>	Specialty Vehicles	Classic American Tram - 24' Gasoline		
<b>YWV</b>	Specialty Vehicles	Classic American Tram - 24' Diesel		



<b>YWX</b>	Specialty Vehicles	Classic American Tram - 24' Propane		
<b>YWY</b>	Specialty Vehicles	Classic American Tram - 24' CNG		
<b>YWZ</b>	Specialty Vehicles	Classic American Tram - 27' Gasoline		
<b>YWAA</b>	Specialty Vehicles	Classic American Tram - 27' Diesel		
<b>YWAB</b>	Specialty Vehicles	Classic American Tram - 27' Propane		
<b>YWAC</b>	Specialty Vehicles	Classic American Tram - 27' CNG		
<b>YWAD</b>	Specialty Vehicles	5000 Series Open Bus - FE 27' Gasoline		
<b>YWAE</b>	Specialty Vehicles	5000 Series Open Bus - FE 29' Gasoline		
<b>YWAF</b>	Specialty Vehicles	5000 Series Open Bus - FE 31' Gasoline		
<b>YWAG</b>	Specialty Vehicles	5000 Series Open Bus - FE 27' Diesel		
<b>YWAH</b>	Specialty Vehicles	5000 Series Open Bus - FE 29' Diesel		
<b>YWAI</b>	Specialty Vehicles	5000 Series Open Bus - FE 31' Diesel		
<b>YWAJ</b>	Specialty Vehicles	5000 Series Open Bus - FE 33' Diesel		
<b>YWAK</b>	Specialty Vehicles	5000 Series Open Bus - RE 33' Diesel		
<b>YWAL</b>	Specialty Vehicles	5000 Series Open Bus - RE 36' Diesel		
<b>ZBA</b>	StarCraft Bus	20' Starlite 8 Passenger w/1 -Wheelchair		
<b>ZBB</b>	StarCraft Bus	20' Starlite 8 Passenger w/2-Wheelchair		
<b>ZBC</b>	StarCraft Bus	20' Starlite 10 Passenger w/1 -Wheelchair		
<b>ZBD</b>	StarCraft Bus	20' Starlite 12 Passenger-(Non ADA Compliant)		
<b>ZBE</b>	StarCraft Bus	20' Starlite 13 Passenger-(Non ADA Compliant)		
<b>ZBF</b>	StarCraft Bus	20' Starlite 14 Passenger-(Non ADA Compliant)		
<b>ZBG</b>	StarCraft Bus	22' Allstar RF - 8 Passenger w/3-Wheelchair		
<b>ZCA</b>	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, E-350		
<b>ZCB</b>	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, E-450		
<b>ZCC</b>	StarCraft Bus	22' Allstar 21 Passenger E-450-(Non ADA Compliant)		
<b>ZCD</b>	StarCraft Bus	24' Allstar 12 Passenger w/2-Wheelchair, E-450		
<b>ZCE</b>	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair, E-450		
<b>ZCF</b>	StarCraft Bus	26' Allstar 16 Passenger w/2-Wheelchair, E-450		
<b>ZCG</b>	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair		
<b>ZCH</b>	StarCraft Bus	25' Allstar RF 12 Passenger w/3-Wheelchair		
<b>ZCI</b>	StarCraft Bus	25' Allstar RF 18 Passenger w/5-Wheelchair		
<b>ZGA</b>	StarCraft Bus	Allstar XL 550-213 - 20 Passenger w/2-Wheelchair		
<b>ZGB</b>	StarCraft Bus	Allstar XL 550-234 - 24 Passenger w/2-Wheelchair		
<b>ZGC</b>	StarCraft Bus	Allstar XL 550-234 - 30 Passenger-(Non ADA Compliant)		
<b>ZGD</b>	StarCraft Bus	Allstar XL 550-234 - 32 Passenger-(Non ADA Compliant)		
<b>ZGE</b>	StarCraft Bus	Allstar XL INT TC - 28 Passenger w/2-Wheelchair		
<b>ZGF</b>	StarCraft Bus	Allstar XL INT TC - 32 Passenger w/2-Wheelchair		
<b>ZGG</b>	StarCraft Bus	Allstar XL INT TC - 36 Passenger w/2-Wheelchair		
<b>ZGH</b>	StarCraft Bus	Allstar XL INT TC- Book Mobile-(Non ADA Compliant)		
<b>ZGI</b>	StarCraft Bus	Allstar XL INT TC- Prisoner Transport-(Non ADA Compliant)		
<b>ZGJ</b>	StarCraft Bus	Allstar XL MVP 28 Passenger w/ 2 Wheelchair		
<b>ZGK</b>	StarCraft Bus	Allstar XL MVP 37 Passenger-(Non ADA Compliant)		
<b>AABA</b>	StarTrans Bus	Candidate II - 8 Passengers w/2-Wheelchair spaces		
<b>AABB</b>	StarTrans Bus	Candidate II - 13 Passengers-(Non ADA Compliant)		
<b>AACA</b>	StarTrans Bus	Senator II- 12 Passengers and 2-Wheelchair spaces		
<b>AACB</b>	StarTrans Bus	Senator II- 16 Passengers and 2-Wheelchair spaces		
<b>AACC</b>	StarTrans Bus	Senator II- 14 Passengers-(Non ADA Compliant)		
<b>AACD</b>	StarTrans Bus	Senator II- 25 Passengers-(Non ADA Compliant)		
<b>AAGA</b>	StarTrans Bus	Senator HD F550- 24 Passengers and 2-Wheelchair spaces		
<b>AAGB</b>	StarTrans Bus	Senator HD F550- 33 Passengers-(Non ADA Compliant)		
<b>AAGC</b>	StarTrans Bus	PS2-Freightliner- 32 Passengers and 2-Wheelchair spaces		
<b>AAGD</b>	StarTrans Bus	PS2-Freightliner- 41 Passenger-(Non ADA Compliant)		
<b>BBWA</b>	Trams International	Model 1005, 33-Passenger Tram Trailer		
<b>BBWB</b>	Trams International	Model 2103, 21-Passenger, 4-Wheel Steer Tram Trailer		
<b>BBWC</b>	Trams International	Model 2104, 28-Passenger, 4-Wheel Steer Tram Trailer		
<b>BBWD</b>	Trams International	Model 2105, 35-Passenger, 4-Wheel Steer Tram Trailer		

<b>BBWE</b>	Trams International	Model 2203, 21-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
<b>BBWF</b>	Trams International	Model 2204, 28-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
<b>BBWG</b>	Trams International	Model 2205, 35-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
<b>BBWH</b>	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Gasoline		
<b>BBWI</b>	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Diesel		
<b>BBWJ</b>	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Propane		
<b>BBWK</b>	Trams International	Model 3103, 21-Passenger, 4-Wheel Steer Trolley Tram Trailer		
<b>BBWL</b>	Trams International	Model 3104, 28-Passenger, 4-Wheel Steer Trolley Tram Trailer		
<b>BBWM</b>	Trams International	Model 3105, 35-Passenger, 4-Wheel Steer Trolley Tram Trailer		
<b>BBWN</b>	Trams International	Model 3205L, Low Floor Trolley Tram Trailer, 25-Passenger		
<b>BBWO</b>	Trams International	Model 3203, 21-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
<b>BBWP</b>	Trams International	Model 3204, 28-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
<b>BBWQ</b>	Trams International	Model 3205, 35-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
<b>BBWR</b>	Trams International	Model 6000G, Gas Powered, 18-Passenger Tram Power Car		
<b>BBWS</b>	Trams International	Model 6000P, Propane Powered, 18-Passenger Tram Power Car		
<b>BBWT</b>	Trams International	Model 6000D, Diesel Powered, 18-Passenger Tram Power Car		
<b>BBWU</b>	Trams International	Model 9000 GPC, Gas Powered Tow Tractor		
<b>BBWV</b>	Trams International	Model 9000 DPC, Diesel Powered Tow Tractor		
<b>BBWW</b>	Trams International	Model 9000 PPC, Propane Powered Tow Tractor		
<b>BBWX</b>	Trams International	Model 9000 E, Electric Powered Tow Tractor		
<b>BBWY</b>	Trams International	Model 9000 ET, Electric Trolley Powered Tow Tractor		
<b>BBWZ</b>	Trams International	Model 9000 GT, Gasoline Powered Trolley Tow Tractor		
<b>BBWAA</b>	Trams International	Model 9000 DT, Diesel Powered Trolley Tow Tractor		
<b>BBWAB</b>	Trams International	Model 9000 PT, Propane Powered Trolley Tow Tractor		
<b>CCWA</b>	Tug Technologies	Tram Tow Tug - Gasoline		
<b>CCWB</b>	Tug Technologies	Tram Tow Tug - Diesel		
<b>CCWC</b>	Tug Technologies	Tram Tow Tug - Propane		
<b>CCWD</b>	Tug Technologies	Tram Tow Tug - Electric		
<b>DDBA</b>	Turtle Top	Van Terra - 10 Passengers w/1-Wheelchair space		
<b>DDBB</b>	Turtle Top	Terra Transport - 10 Passengers w/1-Wheelchair space		
<b>DDCA</b>	Turtle Top	Odyssey - 15 Passengers w/1-Wheelchair space		
<b>DDCB</b>	Turtle Top	Odyssey - Prisoner Transportation		
<b>DDCC</b>	Turtle Top	Odyssey - Mobil Command Station		
<b>DDCD</b>	Turtle Top	Odyssey - Mobil Office		
<b>DDDA</b>	Turtle Top	Odyssey XL GM- 20 Passengers w/1-Wheelchair space		
<b>DDDB</b>	Turtle Top	Odyssey XL FD - 20 Passengers w/2-Wheelchair space		
<b>DDDC</b>	Turtle Top	Odyssey XL FM2 - 2- Passengers w/2-Wheelchair space		
<b>DDDD</b>	Turtle Top	Odyssey XLT fm2 - 26 Passengers w/2-Wheelchair space		
<b>DDDE</b>	Turtle Top	Odyssey XL - Prisoner Transportation		
<b>DDDF</b>	Turtle Top	Odyssey XL - Mobil Command Station		
<b>DDDG</b>	Turtle Top	Odyssey XL - Mobil Office		
<b>EEFA</b>	Mobility Ventures LLC	MV-1 (Gas), low floor purpose built paratransit vehicle with ramp, minimum 3 ambulatory and 1-Wheelchair passenger. 6,600 lbs GVWR, Ford 3.7L EFI V6 and Ford 4R75E electronic 4-speed automatic transmission with overdrive		
<b>EEFB</b>	Mobility Ventures LLC	MV-1 (CNG), low floor purpose built paratransit vehicle with ramp, minimum 3 ambulatory and 1-Wheelchair passenger. 6,600 lbs GVWR, Ford 3.7L EFI V6 and Ford 4R75E electronic 4-speed automatic transmission with overdrive		
<b>FFFA</b>	Transit Works	Ford Transit 150 Medium Roof with 1 Wheelchair Position		
<b>FFFB</b>	Transit Works	Ford Transit 350 Medium Roof with 1 Wheelchair Position		

<b>FFFC</b>	Transit Works	Ford Transit Connect Mini Van with Rear-Entry Ramp ADA Compliant		
<b>FFFD</b>	Transit Works	Toyota Sienna Mini Van with Rear-Entry Ramp ADA Compliant		
<b>FFFE</b>	Transit Works	Dodge Grand Caravan Mini Van With Rear-Entry Ramp ADA Compliant		
<b>FFFF</b>	Transit Works	Chrysler Pacifica Mini Van with Rear-Entry Ramp ADA Compliant		
<b>FFFG</b>	Transit Works	Ram Pro-Master 1500 Low Roof with 1 Wheelchair Position ADA Compliant		
<b>FFFH</b>	Transit Works	Ram Pro-Master 2500 High Roof with 1 Wheelchair Position ADA Compliant		
<b>FFFI</b>	Transit Works	Ford Transit 250 with Crew Van Package-(Non ADA Compliant)		
<b>FFFJ</b>	Transit Works	Ford Transit 350 Medium Roof with Prisoner Transport Package-(Non ADA Compliant)		
<b>GGXA</b>	CAIO	G3400 - 38 Passenger motor coach w/ restroom		
<b>GGXB</b>	CAIO	G3400 - 38 Passenger motor coach w/ restroom - ADA		
<b>GGXC</b>	CAIO	G3600 - 56 Passenger motor coach w/ restroom		
<b>GGXD</b>	CAIO	G3600 - 56 Passenger motor coach w/ restroom - ADA		
<b>HHTA</b>	BYD Motors, Inc.	K9M- 40' Low Floor Electric/Battery Bus, 324 kWh Iron phosphate batteries, 35-41 seated passengers w/2-Wheelchair. With Dual Coupler 80kW (2x40kW) Depot Charger, 160+ mile Range		
<b>HHTB</b>	BYD Motors, Inc.	K7- 30' Low Floor Electric/Battery Bus, 197kWh Iron phosphate batteries, 22 seated passengers w/2-Wheelchair. With Dual Coupler 80kW (2x40kW) Depot Charger, 136+ mile range		
<b>HHTC</b>	BYD Motors, Inc.	K9S- 35' Low Floor Electric/Battery Bus, 270kWh Iron Phosphate Batteries, 32 seat passengers w/2-Wheelchair With Dual Coupler 80kW (2x40kW) Depot Charger, 145+ mile Range		
<b>HHTD</b>	BYD Motors, Inc.	K11M- 60' Articulated 3 Door Low Floor Electric/Battery Bus, 591kWh Iron Phosphate Batteries, 55 seat passengers, w/2-Wheelchair, With Dual Coupler 200kW (2x100kW) Depot Charger, 200+mile range		
<b>HHTE</b>	BYD Motors, Inc.	K11M- 60' Articulated 5 Door Low Floor Electric/Battery Bus, 591kWh Iron Phosphate Batteries, 47 seat passengers, w/2-Wheelchair With Dual Coupler 200kW (2x100kW) Depot Charger, 200+ mile range		
<b>HHTF</b>	BYD Motors, Inc.	C6 - 23' Electric/Battery Coach, 135kWh Iron Phosphate Battery, Up to 20 seats, with option up to 2 ADA areas, With 100kW Depot Charger, 130+ mile range		
<b>HHTG</b>	BYD Motors, Inc.	C9- 40' Electric/Battery Over-The-Road Coach, 365kWh Iron Phosphate Battery, 49 passenger seats, with option up to 2 ADA Areas, optional Restroom, With Dual Coupler 200kW (2x100kW) Depot Charger, 155+mile range		
<b>HHTH</b>	BYD Motors, Inc.	C10-45' Electric/Battery Over-The-Road Coach, 394kWh Iron Phosphate Battery, 55 passenger seats, with option up to 2 ADA Areas, optional restroom, With Dual Coupler 200kW (2x100kW) Depot Charger, 200+ mile range		
<b>HHTI</b>	BYD Motors, Inc.	K10MR-45' Low Floor Electric/Battery Bus, 290kWh Iron Phosphate Batteries, 125+mile range, With Dual Coupler 80kW (2x40kW) Depot Charger		
<b>HHTJ</b>	BYD Motors, Inc.	C10MS-45' Double Deck Bus, 540kWh Iron Phosphate Batteries, 79 seated passenger, 2 wheelchair , Optional Restroom, With Dual Coupler 200kW (2x100kW) Depot Charger, 240+mile range		
<b>HHTK</b>	BYD Motors, Inc.	T3, (Electric) Low Floor Purpose built paratransit vehicle with ramp, minimum 3 ambulatory and 1-wheelchair passenger, 6,600 lbs GVWR, with 43kWh Iron Phosphate Battery, With 40kW Depot Charger 136+ mile range		
<b>IICA</b>	Berkshire Coach	Ultra Type 3 12 Passenger w/ 2 Wheelchair		
<b>IICB</b>	Berkshire Coach	Ultra Type 3 14 Passenger w/ rear luggage-(Non ADA Compliant)		

<b>IICC</b>	Berkshire Coach	Ultra Type 3 16 Passenger w/ 2 Wheelchair		
<b>IICD</b>	Berkshire Coach	Ultra Type 3 21 Passenger w/ rear luggage-(Non ADA Compliant)		
<b>IICE</b>	Berkshire Coach	Ultra Type 3 25 Passenger-(Non ADA Compliant)		
<b>IICF</b>	Berkshire Coach	Ultra F550 24 Passenger w/ 2 Wheelchair		
<b>IICG</b>	Berkshire Coach	Ultra F550 33 Passenger-(Non ADA Compliant)		
<b>IICH</b>	Berkshire Coach	Ultra IC 36 Passenger w/ 2 Wheelchairs		
<b>IICI</b>	Berkshire Coach	Ultra IC 41 Passenger-(Non ADA Compliant)		
<b>IICJ</b>	Berkshire Coach	Ultra Freightliner 36 Passenger w/ 2 Wheelchairs		
<b>IICK</b>	Berkshire Coach	Ultra Freightliner 41 Passenger-(Non ADA Compliant)		
<b>JJAA</b>	Lonestar HCV, LLC	Lonestar Ford Transit 8 passenger 2 Wheelchair Slide Door		
<b>JJAB</b>	Lonestar HCV, LLC	Lonestar Ford Transit 8 passenger 2 Wheelchair Bus Door		
<b>JJAC</b>	Lonestar HCV, LLC	Lonestar Promaster 9 passenger 2 Wheelchair		
<b>JJEA</b>	Lonestar HCV, LLC	Lonestar Minivan		
<b>KKBA</b>	Carpenter Bus	20' chassis 8 Passenger w/1 -Wheelchair		
<b>KKBB</b>	Carpenter Bus	20' chassis 8 Passenger w/2-Wheelchair		
<b>KKBC</b>	Carpenter Bus	20' chassis 10 Passenger w/1 -Wheelchair		
<b>KKBH</b>	Carpenter Bus	22' RF conv - 8 Passenger w/3-Wheelchair		
<b>KKCA</b>	Carpenter Bus	22' Ford E-350 chassis 12 Passenger w/2-Wheelchair		
<b>KKCC</b>	Carpenter Bus	22' Ford E-450 chassis 12 Passenger w/2-Wheelchair		
<b>KKCF</b>	Carpenter Bus	22' Ford E-450 chassis 21 Passenger		
<b>KKCI</b>	Carpenter Bus	24' Ford E-450 12 Passenger w/2-Wheelchair		
<b>KKCL</b>	Carpenter Bus	25' Ford E-450 16 Passenger w/2-Wheelchair		
<b>KKCO</b>	Carpenter Bus	26' Ford E-450 16 Passenger w/2-Wheelchair		
<b>KKCR</b>	Carpenter Bus	25' Ford E-450 16 Passenger w/2-Wheelchair		
<b>KKCS</b>	Carpenter Bus	25' RF conv 12 Passenger w/3-Wheelchair		
<b>KKCT</b>	Carpenter Bus	25' RF conv 18 Passenger w/5-Wheelchair		
<b>KKGA</b>	Carpenter Bus	Ford 550 chassis 20 Passenger w/2-Wheelchair		
<b>KKGB</b>	Carpenter Bus	Ford 550 chassis 18 Passenger w/2-Wheelchair		
<b>KKGC</b>	Carpenter Bus	Ford 550 chassis 24 Passenger w/2-Wheelchair		
<b>KKGD</b>	Carpenter Bus	Ford 550 chassis 30 Passenger		
<b>KKGE</b>	Carpenter Bus	Ford 550 chassis 32 Passenger		
<b>KKGF</b>	Carpenter Bus	INT UC - 20 Passenger w/2-Wheelchair		
<b>KKGG</b>	Carpenter Bus	INT UC - 24 Passenger w/2-Wheelchair		
<b>KKGH</b>	Carpenter Bus	INT TC - 28 Passenger w/2-Wheelchair		
<b>KKGI</b>	Carpenter Bus	INT TC - 32 Passenger w/2-Wheelchair		
<b>KKGJ</b>	Carpenter Bus	INT TC - 36 Passenger w/2-Wheelchair		
<b>LLEA</b>	FR Conversions	Dodge Grand Caravan SE 4-passanger w/2-Wheelchair		
<b>LLEB</b>	FR Conversions	Dodge Grand Caravan SE 5-passanger w/1-Wheelchair		
<b>LLEC</b>	FR Conversions	Toyota Sienna 5 passanger w/1-Wheelchair		
<b>LLED</b>	FR Conversions	Toyota Sienna 4 passanger w/2-Wheelchair		
<b>LLFA</b>	FR Conversions	Dodge Promaster 5 passenger w/4 Wheelchair-rear lift		
<b>LLFB</b>	FR Conversions	Dodge Promaster 8 passenger w/2 Wheelchair with flip seats- rear lift		
<b>LLFC</b>	FR Conversions	Dodge Promaster 10 passenger w/ 1 Wheelchair side lift		
<b>LLFD</b>	FR Conversions	Dodge ProMaster 10 passenger w/ 2 Wheelchair with flip seats-side lift		
<b>LLFE</b>	FR Conversions	Dodge Promaster 12 passenger shuttle w/ cargo partion		
<b>LLFF</b>	FR Conversions	Dodge Promaster 15 passenger shuttle		
<b>LLFG</b>	FR Conversions	Ford Transit 4 passenger w/ 2 wheelchair- rear lift		



**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 100, 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\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## **EXHIBIT COVER PAGE**

**EXHIBIT'S: A, B, and C**

**All exhibit certifications must be signed and dated, with a hard-copy and a soft-copy returned with the bid documents under a separate TAB.**

## EXHIBIT 'A'

### FEDERAL ARTICLES AND CERTIFICATIONS

#### (1) FEDERAL CHANGES

Contractor agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (5) dated October, 1998) between "END USER" and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### (2) OFFICIALS NOT TO BENEFIT

- A. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- B. No member, officer or employee of "END USER", or of any other local public body having jurisdiction over "END USER", during his tenure or for one year thereafter, shall have any interest direct or indirect, in the Contract or the proceeds thereof.
- C. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required under this Contract. In the event any question of possible conflict should arise, the determination of "END USER" shall be controlling. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

#### (3) COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty "END USER" shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### (4) BUY AMERICA

- A. Contractor agrees to comply with the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. For a component to be of domestic origin, more than 60 percent of the subcomponents of that component, by cost, must be of domestic origin, and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be used in calculating the cost of domestic content of an end product.
- B. A bidder or offeror must submit to "END USER" the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a properly completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. See bidding/proposing form entitled "Buy America Certification".

#### (5) ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with, and assure that any subcontractor or any other third party contractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. \_\_ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. \_794; 49 U.S.C. \_ 5301(d); and any other applicable Federal regulations, including any amendments thereto.

## **(6) FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)**

Contractor shall furnish to the Contracting Officer, at time of delivery, a manufacturer's FMVSS self-certification, Federal Motor Vehicles Safety Standards, that the vehicle complies with relevant FMVSS or two manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations, which are in effect at time of bus manufacture.

## **(7) ENVIRONMENTAL REQUIREMENTS**

Contractor and any subcontractor or third party contractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. Environmental Protection.** Contractor agrees to comply all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. \_\_ 4321 et seq.
- B. Air Quality.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. Contractor agrees to report each violation to "END USER" and understands and agrees that the "End User" will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- C. Clean Water.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to "END USER" and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- D. Use of Public Lands.** Contractor agrees to ensure that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used under this Contract unless the FTA makes the specific findings required by 49 U.S.C. \_ 303.
- E. Historic Preservation.** Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, 16 U.S.C. \_ 470f, involving historic and archaeological preservation.
- F. Mitigation of Adverse Environmental Effects.** Contractor shall take all reasonable steps to minimize adverse environmental effects in accordance with 49 U.S.C. \_ 5324(b), and all other applicable Federal laws and regulations, specifically the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- G. Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. \_\_ 6321 et seq.

## **(8) MOTOR VEHICLE POLLUTION REQUIREMENTS**

Contractor agrees to provide a certification in writing that:

- A.** The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.
- B.** All gases and vapors emanating from the crankcase of a start-ignition engine are controlled to minimize their escape into the atmosphere.
- C.** Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.
- D.** When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

## **(9) RECYCLED PRODUCTS**

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part

247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**(10) FLY AMERICA**

Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section all subcontracts that may involve international air transportation.

**(11) TESTING OF NEW BUS MODELS**

The Contractor agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**(12) CARGO PREFERENCE--USE OF UNITED STATES-FLAG VESSELS**

Contractor agrees:

1. to use privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liner and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates of United States-flag commercial vessels;
2. to furnish within twenty (20) days following the date of loading for shipment originating within the United States or within thirty (30) days following the date of loading, for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph (1) above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, and to "END USER" (through Contractor in the case of a subcontractor's bill-of-lading); and
3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

**(13) RESTRICTIONS ON LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. See bidding/proposing form entitled "Certification of Restrictions on Lobbying".

#### **(14) DEBARMENT AND SUSPENSION**

**A.** Contractor, including any of its officers or holders of a controlling interest, is obligated to inform "END USER" whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should Contractor be included on such a list during performance of this Contract, it shall so inform "END USER".

**B.** Contractor and any subcontractor under this Contract shall comply with the certification process under 49 C.F.R. Part 29, "Government Wide Debarment and Suspension (Nonprocurement)", whereby, unless otherwise permitted by law, any person, corporation, partnership or legal entity that is debarred, suspended, or voluntarily excluded by the Federal Government from obtaining federal assistance funds through grants, cooperative agreements or third party contracts may not participate in a federally assisted project.

#### **(15) AUDIT AND AVAILABILITY OF RECORDS**

**A.** Contractor shall make available at its office at all reasonable times the materials described below for examination, audit, or reproduction, until three (3) years after final payment under this Contract.

**B.** Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Contract. This right of examination shall include inspection, at all reasonable times, of Contractor's plants, or parts of them, engaged in performing the Contract and whatever applicable records are maintained.

**C.** "END USER" shall have the right to examine and audit all books, records, documents, and other data of Contractor including computations and projections) related to negotiating, pricing, or performing the Contract or modification.

**D.** If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three (3) years after any resulting final termination settlement.

**E.** Records pertaining to appeals under the Disputes Article or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

**F.** Contractor shall insert an article containing all the provisions of this Article, in all subcontracts over \$10,000 awarded under this Contract, altering the article only as necessary to identify properly the contracting parties and the contracting office under "END USER"'s prime contract.

#### **(16) FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**A.** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. \_ \_ 3801 et seq. And U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C. F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

**B.** Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. \_ 5307, the Government reserves the right to impose the penalties of 18 U. S. C. \_ 1001 and 49 U. S. C. \_ 5307 (n) (1) on Contractor, to the extent the Federal Government deems appropriate.



**C.** Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**(17) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the latest edition of FTA Circular 4220.1 in effect at the time of this contract award, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any "END USER" requests, which would cause "END USER" to be in violation of the FTA terms and conditions.

**(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT**

**A.** "END USER" and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to "END USER", Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

**B.** Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## CER 1. Federal Certifications

### CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

#### Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

#### Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

## **CER 1.2 Federal Motor Vehicle Safety Standards**

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**Company name:**

**Name of signer:**

**Title:**

---

Authorized signature

---

Date

### **CER 1.3 Certificate of Compliance with Bus Testing Requirement**

The undersigned certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. \_\_\_\_ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on \_\_\_\_\_ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.
  
2. \_\_\_\_ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
  
3. \_\_\_\_ The vehicle is a new model and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

**Company name:**

**Name and title of the proposer's authorized official:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

## CER 1.4 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

Name of the bidder or Proposer's authorized official: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

## CER 1.5 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.

Choose one alternative:

- The Proposer, **[insert name]**, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

**OR**

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

**Executed in **[insert city and state]**.**

**Name:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

## CER 1.6 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: \_\_\_\_\_

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

**Name and title of the proposer's authorized official:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

## **CER 1.7 Cargo Preference**

Bidder/Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage involved (computed separately for dry bulk carriers, dry cargo liners, and tankers), whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

Bidder/Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the FTA Administrator and to METRO (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.

Bidder/Contractor also agrees to insert the substance of the Contract article, entitled "Cargo Preference - Use of United-Flag Ships" in all subcontracts issued pursuant to the Contract.

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 'B'**

**FTA CIRCULAR 4220.1F**

**TRANSIT VEHICLE MANUFACTURERS (TVM)  
CERTIFICATE OF COMPLIANCE  
WITH DISADVANTAGED BUSINESS REGULATIONS**

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

**TVM Certification**

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2010 (Oct. 1, 2013 through Sept. 30, 2014) and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: \_\_\_\_\_

Manufacturer Representative Signature: \_\_\_\_\_

Dealer: \_\_\_\_\_

Dealer Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 'C'



U.S. Department  
of Transportation

**Federal Transit  
Administration**

# CIRCULAR

**FTA C 4220.1F**

November 1, 2008  
Rev. 1, April 14, 2009  
Rev. 2, July 1, 2010  
Rev. 3, February 15, 2011  
Rev. 4, March 18, 2013

**Subject: THIRD PARTY CONTRACTING GUIDANCE**

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1. **PURPOSE.** This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21), Pub. L., 112-141, July 2012, and includes the most current available guidance for the Federal public transportation program as of the date of publication.
2. **CANCELLATION.** This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-19-03.
3. **AUTHORITY.** Federal Transit Laws, Title 49, United States Code, Chapter 53.
4. **WAIVER.** FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.
5. **FEDERAL REGISTER NOTICE.** In conjunction with publication of this circular, a *Federal Register* notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.
6. **AMENDMENTS TO THE CIRCULAR.** FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on our Web site: <http://www.fta.dot.gov/>. The Web site allows the public to register for notification when FTA issues *Federal Register* notices or new guidance; visit the Web site and click on "Sign-up for e-mail updates."
7. **ACCESSIBLE FORMATS.** This document is available in accessible formats upon request. To obtain paper copies of this circular as well as information regarding these accessible formats; telephone FTA's Administrative Services Help Desk, 202-366-4865. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson  
Administrator

Name of Company	Print Name of Signatory
Date	Signature