



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
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INVITATION TO SUBMIT COMPETITIVE:

BIDS

PROPOSALS

INVITATION No.: **VE11-15**

ISSUE DATE: **June 25, 2015**

CATEGORY: **CURRENT MODEL CARS, LIGHT TRUCKS & POLICE MOTORCYCLES**

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 49 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

DRAFT SPECIFICATION / INVITATION:	Thursday, April 23, 2015
PRE-BID/PROPOSAL CONFERENCE:	Thursday, May 21, 2015 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	Thursday, June 25, 2015
BID/PROPOSAL RESPONSES DUE:	Thursday, August 6, 2015 @ 1:00 p.m. CT: H-GAC Clock
PUBLIC RESPONSE OPENING:	Thursday, August 6, 2015 @ 2:00 p.m. CT: H-GAC Clock; Conference Room B
RECOMMENDATIONS TO BOARD:	Tuesday, September 15, 2015
CONTRACT START DATE & TERM:	November 1, 2015 thru October 31, 2017
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact: Name: Aundre Petty Phone: 713-993-2543 E-mail: Aundre.Petty@h-gac.com	

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.

H-GAC Cooperative Purchasing
Sealed Bid/Proposal No. VE11-15
DO NOT OPEN IN MAIL ROOM

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. VE11-15

DESCRIPTION: CURRENT MODEL CARS, LIGHT TRUCKS & POLICE MOTORCYCLES

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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

3. NON-BINDING ORAL COMMENTS

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

4. STRUCTURE OF RESPONSE

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

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

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

B. Multiple Respondents Acting Jointly:

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

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

5. BASIC REQUIREMENTS & CONDITIONS

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

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

6. OFFEROR'S AUTHORIZED SIGNATORY

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

7. SURETY FOR INSURANCE

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

8. CONFIDENTIAL / PROPRIETARY MATERIALS

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

9. REFERENCES

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

10. INSURANCE

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

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

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

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

11. OFFEROR CERTIFICATIONS

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

Non-Collusive Response

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

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

Non-Biased Specifications

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

No Financial Interest or Other Conflict

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

Debarment and Suspension Status

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

Insurance Coverages

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

Licensing & Permits

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

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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

13. NON-RESIDENT RECIPROCAL SALES ACT

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

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

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

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

15. INTENT AND SCOPE OF SPECIFICATIONS

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

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

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

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

17. PRODUCT CODES

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

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

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

18. SPECIFIC DESCRIPTIVE REFERENCES

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

19. MANUALS

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

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

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

Options - General

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

Required Options

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

Other Options

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

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

Published & Unpublished Options

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

21. WARRANTIES, SALES & SERVICE

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

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

22. H-GAC ORDER PROCESSING CHARGE

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

23. PRE-PAYMENTS AND DISCOUNTS

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

24. INSPECTION / TESTING

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

25. PRODUCT DELIVERY

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

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

26. OFFERED PRODUCT ITEM VARIANCES

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

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

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

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

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

m. **First Section:**

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

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

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

Fourth Section:

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

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

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

29. INCONSISTENT INFORMATION

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

30. REJECTION OF RESPONSES

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

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

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

32. RESPONSE EVALUATION

For Bid Responses:

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

For Proposal Responses:

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

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

34. AWARD OF CONTRACT

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

35. PRO-FORMA CONTRACT

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

36. CONTRACT TERM

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

37. PERFORMANCE & PAYMENT BOND

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

38. CHANGE ORDERS

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

39. DUPLICATION OF TERMS OR STATEMENTS

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

40. PUBLICITY

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

41. TAXES

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

42. DRUG FREE WORKPLACE

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

43. PRODUCT NOTICES & MAILINGS

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

44. HANDLING OF ORDERS & PAYMENTS

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

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.

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

45. PRICE CHANGES

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

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

46. CONTRACT ITEM CHANGES

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

47. FORCE MAJEURE

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

48. PERFORMANCE UNDER CONTRACT

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

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

h. **Reporting Requirements:**

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

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

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

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

Information Items

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

Functions

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

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

50. CONTRACTOR ORIENTATION/TRAINING

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

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

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

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

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a

party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

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

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

Appeals

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

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

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

RESOLUTION OF CONTRACT DISPUTES

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

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

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

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

52. NATIONWIDE SALES OPPORTUNITIES

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

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

End of Section A
GENERAL TERMS & CONDITIONS

SECTION B - PRODUCT SPECIFIC REQUIREMENTS
For
CURRENT MODEL CARS, LIGHT TRUCKS & POLICE MOTORCYCLES

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1.0 GENERAL DESCRIPTION AND INFORMATION

1.1 PURPOSE AND SCOPE

HGACBuy, the Cooperative Purchasing Program of the **Houston-Galveston Area Council of Governments (H-GAC)**, is currently soliciting Competitive Bids for the acquisition of **Current Model Cars, Light Trucks and Police Motorcycles**. **H-GAC's** expectation is to receive qualified bids and subsequently establish blanket contracts for current model year vehicles (2016), on behalf of the needs of **H-GAC's** local government and qualified non-profit **Cooperative Purchasing Program Members**. Current model year vehicles shall not include any models earlier than those models associated with a mid-to-late 2015 calendar year starting availability (e.g. what is commonly termed "2016", introduced mid-to-late 2015). In that regard, **Bidder(s)** are expected to provide a comprehensive offering of their available motor vehicles in accordance with items described in the Manufacturer Model Vehicles Base Descriptions Technical Specifications. **Bidder(s)** are expected to provide a comprehensive offering of OEM Options and Dealer Options as well as installation of stated equipment to include any Service level Agreements, training or maintenance.

H-GAC expects **Bidder(s)** to extend volume discount pricing to more than 6,000 **HGACBuy Members (End Users)** nationwide. **H-GAC** makes no guarantees about single order quantities or total aggregate order quantities by **Members** of the **HGACBuy Program**.

For the purpose of this bid and to help stimulate broad participation of the contract, **H-GAC** will seek to award individual contracts to successful **Bidders** in the following states: **Arkansas, Kansas, Missouri, Oklahoma and Texas**. Contracts will be awarded to the lowest responsible **Bidder(s)** providing best value for each line item offered. We believe this model will allow local governments an opportunity to use tax dollars within their own communities.

Successful **Bidder(s)** who are awarded contracts pursuant to this Invitation will be able to sell awarded Vehicle Base Description Products, as well as OEM Options and Dealer Options, to **HGACBuy Members (End Users)**, during the term of the contract. **Bidder(s)** shall supply ample evidence (in the form of technical specifications/tear sheets or brochures) to demonstrate that the **H-GAC** specifications have been met and/or exceeded. The purpose of these specifications is to provide minimum requirements for all types of vehicles described herein.

Successful **Bidder(s)** who are awarded contracts pursuant to this Invitation shall establish a direct relationship with each **End User** concerning quotes, order placement, issuance of purchase orders, invoicing, payments, contractual disputes and all other matters relating to or referring to the **End Users** access to this agreement.

All responses to this solicitation must be Bid through a Licensed Franchised Motor Vehicle Dealer of the state where the vehicles are to be sold in.

Note: If an Offeror submits a response encompassing multiple manufacturer offerings, only one Response binder needs to be provided. However, each manufacturers offerings should clearly be tabbed, separated and identified within the appropriate section of the Response.

1.2 CONTRACT TERM

The initial term of the Contract will be for a two (2) year period. The commencement date of a contract for **Bidders** whom have been awarded contracts resulting from this solicitation will be November 1, 2015, with an end date of October 31, 2017. Upon mutual written agreement, **H-GAC** shall have the option to renew the contract, under the same terms and conditions, for up to three (3) one-year extensions.

Vehicle delivery may be scheduled beyond the term of the contract; however, all Purchase Orders must be dated prior to the Contract expiration date even if received after the Contract expiration date. Contractors may not specify a "Final Order" receipt date.

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

1.3 BIDDER COMMITMENTS

Each **Bidder** is required to make some basic commitments to insure the overall success of this program especially for our **End Users** at the local, state, and national levels. Commitments such as;

- **Corporate Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** is the primary offering to state and local government agencies and a nationwide commitment whenever applicable.
- **Pricing Commitment** – A commitment that **HGACBuy** pricing shall be lower and better than what would ordinarily be offered to a single government agency, large school district or regional cooperative and a further commitment that, if a state or local agency is eligible for lower pricing through a state, regional or local contract, the **Bidder** will match the pricing.
- **Sales Commitment** – A commitment that the contractor will aggressively market **HGACBuy** locally and/or nationwide, whenever applicable and that the sales force will be trained, engaged and committed to offering **HGACBuy** to state and local agencies. Also, a further commitment that all **HGACBuy** sales be accurately and timely reported to **H-GAC**.

1.4 BIDDER QUALIFICATIONS

In addition to the **Bidder** commitments stated above, only **Bidders** meeting the following minimum qualification should submit bids:

- A strong state and local presence easily recognized by government agencies statewide.
- A sales force easily accessible by state and local governments.
- A strong state and local network having capacity to deliver products in a timely manner.
- A full range of products to meet the varying requirements of multi-level government agencies.
- Capacity to provide toll-free telephone number, facsimile and internet ordering and billing.
- A support system to provide assistance to government agencies statewide and nationally when applicable.
- The ability to fully implement all necessary activities to effectively promote the program statewide and nationally if applicable.

1.5 THIRD PARTY STANDARDS, RULES AND REGULATIONS

All Vehicles sold through an **HGACBuy** contract must meet all Federal Standards and State Standards for the state in which the vehicle is originally sold. There will be no exceptions and any vehicle found not to meet these Standards must be brought up to those published standards or replaced with a vehicle that does meet those federal and state standards at no cost to the **End User**. These Standards include but are not all inclusive: Exhaust and Emission Standards, Federal Motor Vehicle Safety Standards, American Society for Testing and Material Standards, National Truck Equipment Association Standards, Society of Automotive Engineers Standards, Air Pollution and Environmental Protection Agency Standards, All Federal Lamp, Seat Belt and Fuel System Integrity Standards, All Federal and State Standards dealing with CNG, LPG or any other Conversion Systems Standards.

1.6 MANUFACTURER'S STATEMENT OF ORIGIN

Contractor shall furnish the **End User** a Manufacturer's Statement of Origin (MSO). Certificate of Title will not meet this requirement. The MSO shall be furnished at time of delivery to the **End User**, shall be made out in the name of the individual agency and shall provide the following:

- A. GVWR for the particular model specified, or
- B. GVWR required for the agency's written exception, or
- C. A greater GVWR required by extra equipment, and
- D. Nominal weight rating (in tons)
- E. Odometer Disclosure Statement.

Note: Contractor shall contact the End User to obtain proper wording for completion of M.S.O.

1.7 GENERAL INFORMATION AND REQUIREMENTS

- A. **Accessories, Required and Optional** - Unless otherwise specified in an **End User's** Purchase Order, vehicle manufacturer's standard advertised/published accessories and other options shall be chassis-factory installed, if available, on all vehicles.
- B. **Batteries** - Calcium hybrid-type batteries shall be standard on all vehicles furnished to this specification.

Permanently sealed batteries without antimony are acceptable.

- C. **Comparably Equipped Vehicles** - An attempt has been made to insure that manufacturer's models in each Product Code are furnished with comparable equipment whether optional or standard as provided by the Manufacturer. Any exception shall be clearly noted in written form and submitted with the **Bidder's** response.
- D. **Equipment, Safety Plaques (or Decals)** - Equipment safety plaques (or decals) shall be furnished on both sides of any special truck bodies, and shall be affixed at the operator's station and at any hazardous area. These safety plaques (or decals) shall include necessary warnings and precautions. Permanent plaques are preferred to decals.
- E. **Lamps, Signals and Reflectors (All)** - Quantities, color, mounting and other requirements for lamps, signals, and reflectors shall be as specified for vehicles by Federal Motor Vehicle Safety Standard No. 108. Automobiles and trucks furnished to this specification shall be provided with lamps, signals, and reflectors as specified in the Texas "Uniform Act Regulating Traffic on Highways," (VTCS 6701d).
- F. **License Plate Attachment** - Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching, without modification, the rear license plate. Illumination for the license plate shall be provided to meet Texas Department of Public Safety requirements.
- G. **Logos and Decals** - Do not install or attach decals or markings of any type pertaining to dealer/manufacturer advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to any unit of government.
- H. **Manuals** - Each successful **Bidder** shall include in each vehicle, an owner's or operators manual. This shall include all standard manufacturer/vendor literature normally furnished and as required by law with the purchase of a new vehicle.
- I. **Mud Flaps** - Each successful **Bidder** shall provide each vehicle with mud flaps as prescribed by law.
- J. **New Models** - The vehicles furnished under this specification shall be in full compliance with the specifications for new 2016 models, or other model acceptable to an **End User**, and shall be of good quality workmanship and material. In responding to this bid, the **Bidder** represents that all units offered under this specification shall meet or exceed the minimum requirements specified for each vehicle Product Code listed.
- K. **Odometer Statement** - 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 at 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.
- L. **Servicing and Equipping** - Successful **Bidder** shall furnish automobiles and trucks meeting or exceeding the minimum requirements in the Product Code table, equipped exactly as listed for models in the various tables of this specification and with any other requirements specified and accepted changes listed in an **End User** Purchase Order. The vehicles shall be completely assembled, serviced, adjusted, and including all standard equipment 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.
- M. **Tires** - Tires shall be of a construction type specified under the applicable table or general requirements for each Product Code. All tires shall be new and the tread style furnished shall be the tire manufacturer's standard design and the brand normally furnished on regular production orders, unless otherwise specified in the **End User** Purchase Order. All tires shall be "ORIGINAL EQUIPMENT LINE" quality. All tires and wheels shall be properly balanced prior to delivery to **End User**, except balancing of tires and wheels on incomplete cab-chassis units.
- N. **Wiring** - With the exception of factory-installed wiring, all electrical wiring shall be insulated and enclosed in a fibrous loom, plastic loom, or flexible conduit for protection from external damage and short circuits. Wiring shall be securely fastened at sufficient intervals to prevent sagging and to insure clearance of mechanical parts. Routing of the wiring through the cab, frame, body, compartment boxes, and the like shall be placed in such a manner so as not to interfere with normal operation and use, or present a safety

hazard. (Refer to the wiring requirements for dump bodies.)

1.8 MANUFACTURER DESTINATION AND DELIVERY

All base unit pricing shall be inclusive of the regular factory-to-dealer destination charge as well as any cost associated with normal dealer make-ready. In no way can manufacturers destination and delivery charge be shown as a line item on a quote to an **End User** (whether or not it is shown on **H-GAC's** Standard Features documents).

1.9 PRE-DELIVERY SERVICE

Each vehicle (including complete vehicle and cab and chassis units) shall include new vehicle Pre-Delivery Service. Pre-Delivery service, at a minimum, shall include the following before any vehicles are delivered to the **End User**:

- All fluid levels checked and maintained at the proper fluid levels with the proper grade and type of fluids;
- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- All tires (including any spares) inflated to proper pressures;
- Pre-Delivery Inspection and service on chassis;
- The interior and exterior of each vehicle shall be cleaned, washed and ready for immediate service.

When so specified in **End Users** Purchase Order, the vendor or his representative who is responsible for final delivery shall attach signed certificates to the units stating that the above service was performed and that inspection indicates they are in good condition and ready for delivery. This Pre-Delivery Service cost must be incorporated into the Base Unit Price shown on the **Form D**.

1.10 DELIVERY SERVICE

Upon vehicles delivery to **End User** F.O B. point, the **End User** shall verify that the vehicle(s) delivered has all required equipment and options and that nothing was damaged during delivery. If something is damaged during delivery of the vehicle, **Contractor** shall be responsible for all cost associated with repair of such damage.

Contractor shall make every effort to minimize the number of odometer miles at delivery. Vehicles will be delivered with the following documents, including but not limited to:

- Manufacturer's Pre-Delivery Inspection form;
- Manufacturer's Invoice(s) for each vehicle awarded including OEM Options, Dealer Options and any Unpublished/Non-Contract Options;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Window Sticker, if applicable;
- Manufacturer's Operator Manual along with lubrication and maintenance instructions;
- Manufacturer's Standard Warranty Certifications;
- Temporary Tag, if applicable;
- Application for Certificate of Title and/or Vehicle Registration, if applicable.

Contractor shall deliver vehicle(s) in full compliance with **End Users** specifications to **End Users** F.O.B. point. Vehicles which do not meet all the specification and Purchase Order requirements with complete delivery documentation do not constitute delivery.

Contractor shall be entitled to receive the per mile delivery price or the guaranteed, not to exceed total delivery price per vehicle submitted in **Contractor's** Bid Response and approved by **H-GAC**. If both delivery price structures were included in **Contractor's** Bid Response then the lesser of the two prices shall be charged to the **End User**.

1.11 INSPECTION

Vehicle Inspection - **Contractor** shall have vehicle properly inspected to meet the Motor Vehicle requirements of the state in which the vehicle is originally sold. **Contractor** shall provide applicable Inspection Sticker or Vehicle Inspection Report upon delivery of vehicle to the **End User**.

2.0 CONTRACTUAL REQUIREMENTS

2.1 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 **H-GAC** Contract Pricing Worksheet/Quote. If an **End User** needs a vehicle that differs from the base vehicle, detailed specifications for the vehicle must be shown on the **H-GAC** Contract Pricing Worksheet/Quote. All manufacturer model numbers and codes must be included to identify the change made from the base vehicle.

OEM Options for Specified Equipment: All OEM Options must be shown on the **H-GAC** Contract Pricing Worksheet/Quote along with the OEM Option code.

Dealer Options: All Dealer Options shall be shown on the **H-GAC** Contract Pricing Worksheet/Quote along with the Dealer Option code.

Unpublished Options: Options not submitted in the contractor's bid response as an OEM Option or Dealer Option will be considered to be an Unpublished Options and subject to the 25% change order limit.

2.2 PROCUREMENT PROCESS

The procurement process operates as follows:

- **End User** determines need for vehicle, required specifications and contacts **Contractor**.
- **Contractor** determines appropriate standard and optional equipment requirements and configures a vehicle by make, model and style.
- **Contractor** prepares an **H-GAC** Contract Pricing Worksheet/Quote, for **Contractors** awarded products only. **Contractor** determines the final price and provides quote to the **End User**.
- **End User** reviews quote and when in agreement, informs **Contractor** to proceed with purchase. **End User** sends a Purchase Order for the products/services to **Contractor** and to **H-GAC**.
- Any purchase made by an **End User** shall be in accordance with each **End User's** purchasing policies and procedures. **H-GAC** shall not be held liable for any cost, damages or other obligations incurred by **End User**.
- **Contractor** shall fax or email **H-GAC** Contract Pricing Worksheet/Quote along with **End User** Purchase Order to **H-GAC** Procurement Specialist for processing.
- **H-GAC** shall prepare an Order Confirmation confirming order placement and forward via email or fax to both **End User** and **Contractor**. **Contractor** will not ship any product(s) before receipt of **End User's** Purchase Order and **H-GAC** Order Confirmation. The Order Confirmation verifies that:
 - **Contractor** has a valid **H-GAC** contract that was awarded through a competitive procurement process.
 - Pricing for products and services has been verified and confirmed by **H-GAC** Procurement Specialist.
 - Serves as audit trail document for proof of purchase through the **HGACBuy Program**.
- **Contractor** delivers the ordered product(s) to **End User's** determined location. **Contractor** invoices **End User**. Invoice must reflect contract pricing in effect on the date **End User's** Purchase Order document was issued.
- **H-GAC** will invoice **Contractor** for the Order Processing Charge.
- **Contractor** remits Order Processing Charge to **H-GAC**.

Note: Contractors found to be in violation of selling base vehicles not awarded to Contractor by H-GAC will be deemed to be in breach of contract and the sale will not be authorized through the HGACBuy Program. Contractor's contract may also be terminated at H-GAC's sole discretion.

2.3 PRICING REQUIREMENTS

- A. **Bidder** shall price current model year vehicles based on 2016 pricing with all manufacturer standard equipment and any additional equipment required by **HGACBuy End Users** on an as needed basis.
- B. **Bidder** is required to submit firm, fixed pricing for each vehicle "Base Vehicle Item." Base Vehicle Item pricing must be submitted using the attached **Form D** – Product Base Offering Pricing Sheet and shall

include all mandatory requirements and specifications presented herein.

- C. **Bidder** is required to submit “OEM Option Pricing” in the form of Catalog Discount Pricing. OEM Option Discount must be submitted using the attached **Form E** – Manufacturer Option Discount Pricing Sheet. The Discount Percentage offered must be for all items available for purchase in the OEM catalog. The Contract price for an OEM catalog item (option) will be calculated as shown below:
- $$\text{OEM Catalog Price} - (\text{OEM Catalog MSRP} \times \text{Discount \%}) = \text{Contract Option Price}$$
- D. **Bidder** is required to submit “Dealer Option Pricing” in the form of Line Item Pricing. Dealer Option Pricing must be submitted using the attached **Form F** – Dealer Option Pricing Sheet. Dealer Option Pricing must be discounted lower than the current MSRP.
- E. All pricing shall be exclusive of **Freight** and quoted as **F.O.B. Destination**. **Bidder** is required to submit Freight charge pricing and/or show pricing in a way that is easily calculated on **Form E** – Manufacturer Option Discount Pricing Sheet.
- F. **Bidder** is required to submit in Response a printed copy of all pricing including Base Vehicles, OEM Options and Dealer Options as well as an electronic copy in Microsoft Excel format. Item description and identification information must be included to distinguish each line item in **Bidder** Response.
- G. Pricing submitted in **Bidder** Response is to be established as a ceiling price and at no time during the term of this contract may products/services be offered at prices above the ceiling price without **H-GAC’s** written approval.
- H. Product awards will be made on an item by item basis. Bidder does not need to bid all items to be eligible for contract award.

2.4 WARRANTY REQUIREMENTS

Bidder is required to submit a copy of the manufacturer’s standard warranty document for each Base Vehicle Item being offered with proposed pricing documents. Warranty information must indicate and explain warranty period and coverage, i.e., 36,000 miles, 100% parts and labor, bumper to bumper.

2.5 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** by **Contractor**. The Order Processing Charge must also be shown by **Contractor** on all price quotes provided by **Contractor** to **End User**.

2.6 TRADE-INS

- A. **Condition of Trade-in** - If there is a trade-in, it is offered at the **End User’s** option, “where is and as is”. If accepted and agreed upon by both parties, **Contractor** shall take possession at the **End User’s** determined location and remove the trade-in from the **End User’s** premises within the designated removal time set forth by **End User**.
- B. **Trade-in-Warranty** - **Contractor** shall rely on, no representation or warranty whatsoever about the condition of any trade-in listed, either expressed or implied, and no agent or employee of the **End User** is authorized to make any representation or warranty as to the trade-in. The **Contractor** shall have no claim against **HGACBuy** and/or the **End User** for any defect or other condition of the trade-in. **Contractor** is therefore urged to inspect any potential trade-ins. Failure to do so, however, shall not impair or affect any of the terms of this agreement.

2.7 FLOOR PLAN INTEREST & INSURANCE PREMIUM COST RECOVERY

Contractors may recover their monthly floor plan interest and open-lot insurance premiums on vehicles ordered for stock to accommodate **End User** orders after factory lines have closed for the model year. The cost reimbursement shall be tabulated in monthly increments based on the percentage stated in the bid response. **Bidder** should quote Floor Plan Interest and Insurance Premium cost recovery on **Form D** using the appropriate Product Code under major category “**M**” from the Product Code Table. The first thirty (30) days on a dealer’s floor plan must not be included in the calculation.

Note: Floor Plan is to be shown as a percentage (no formulas) on Form D (Category M).

- A. **Factory-Ordered Vehicles:** Floor plan interest and open lot insurance premium cost reimbursement must

not apply to any “factory ordered” vehicles which are shipped from manufacturing plants for immediate delivery to the specified **End User**.

2.8 WARRANTY, SERVICE, AND SERVICE CONTRACTS

New Vehicle - The successful **Bidder** shall submit, at time of delivery to **End User**, a manufacturer's New Vehicle Warranty, which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public, i.e., manufacturer's minimum mileage warranty, 100% parts and labor, bumper to bumper. Passenger cars and light-duty trucks must have a minimum warranty offered to the general public (not commercial trade).

Accessories - The successful **Bidder** shall submit a copy of all manufacturer standard warranties on major accessories such as Dump, Stake, Platform and Utility Bodies, side-mounted tool compartments, and toolboxes at time of delivery to **End User**.

Delayed Warranties - Delayed manufacturer warranties/delayed in-service dates are available on vehicles. **End Users** may request a delayed warranty/in-service date application from dealer.

Extended OEM Warranties - When so specified, and agreed to, in an **End User** Purchase Order, an extended warranty must be provided to cover the period of time from expiration of the standard warranty to a period of 4 years and 70,000 miles, whichever comes first.

2.9 LOW EMISSION VEHICLES

Vehicles offered in **Bidders** Response shall be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of bid submittal. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards, (FMVSS), the Occupational Safety and Health Administration (OSHA), and Environmental Protection Agency (EPA), the Department of Transportation (DOT) for the state in which the vehicle is originally sold and any State Natural Resource Conservation Commission for the state in which the vehicle is originally sold.

All vehicles Bid shall be the lowest emission units available to the **Bidder** for the specified Product Code. **Bidder** shall provide any low emission EPA Certification (LEV, ILEV, ULEV, or ZEV) with Bid submittal along with the Vehicle Description and Product Code. The emission standards established by the EPA shall be considered only as minimum standards. An EPA issued Certificate of Conformity certifying the engine to be in compliance with federal emission standards must cover federally regulated engines. EPA emission label must be affixed to the vehicle and/or engine and be readily visible.

3.0 RESPONSE REQUIREMENTS

3.1 STRUCTURE OF RESPONSE AND REQUIRED INFORMATION

Where instructions regarding the submission of a Response and the use of FORMS in Section B conflict with those in Section A, Section B shall govern.

Address each of the following three (3) Evaluation Factors in your bid under a separate TAB. For ease of evaluation, please use the following TAB sequence such as; **TAB A: Pricing, TAB B: Proven Experience, TAB C: Bidders Commitment.**

Note: [It is extremely important that you follow this exercise as instructed and answer the questions thoroughly.](#)

A. Pricing

- **Bidder** shall provide Base Vehicle Item Pricing and Required Options Discount Pricing (**Form D**).
- **Bidder** shall provide Manufacturer Option Discount Pricing (**Form E**).
- **Bidder** shall provide Dealer Option Discount Pricing (**Form F**), if applicable.

B. Proven Experience

- **References:** **Bidder** shall provide references from a minimum of five (5) distinct government agencies with which **Bidder** has done business during the last three-years. If **Bidder** submits a response including multiple manufacturers, then **Bidder** shall provide references for each manufacturer. The following information must be provided for each reference:
 1. Name of agency/**End User**;
 2. Name, phone number, and email of contact person that can be reached regarding **Bidder's** performance and reputation;
 3. Total number of vehicles sold to each government agencies during the last three-years and total dollar amount.
- **Past sales:** **Bidder** shall provide company's annual sales total for each year listed - 2012, 2013 and 2014. **Bidder** shall provide company's annual government sales total for each year listed - 2012, 2013 and 2014.

C. Bidder's Commitment

1. Number of cooperative contracts **Bidder** currently holds;
2. Will the **H-GAC** contract be your primary contract vehicle?
3. Estimate total sales you expect to generate through the term of an **H-GAC** contract (2yrs);
4. Marketing Plan summary: Provide a written narrative, explaining in some detail, what activities you would undertake to actively market and promote an **H-GAC** contract to local government and non-profit **End Users** (i.e., the development of a co-brand marketing campaign).

3.2 EVALUATION AND BID AWARDS

Bids will be evaluated by **H-GAC** staff in compliance with stated requirements. Contracts will be awarded to the "lowest responsive responsible **Bidder(s) providing best value**" for each base vehicle line item offered. In determining "lowest responsive responsible **Bidder(s) providing best value**", **H-GAC** will use the following:

PRICING –An analysis of **Bidder's** submitted bid price will be conducted for each base vehicle line item using **Form D and Form E**. Total vehicle price will be calculated as shown:

$$\text{Based Vehicle Price} + \text{Required Options Discount Price} = \text{Total Vehicle Price}$$

Bidders with the lowest total vehicle price for each line item will receive a maximum score of 70 points. **Bidder** pricing other than the lowest price will be scored using the following calculation:

$$\text{Bidder's Offer} - \text{Lowest Offer} \div \text{Highest Offer} - 1 \times \text{Maximum Points Awarded} = \text{Bidder's Price Points}$$

PROVEN EXPERIENCE & BIDDER COMMITMENT – An evaluation will be conducted based on **Bidder's** response to questions provided herein. **Bidder's** response to this section will receive a point total based on the table below:

Evaluation Criteria Scoring Table	Maximum Points
B. Proven Experience - References	
1. Name of agency/ End User .	5
2. Name, phone number, and email of contact person who can be reached regarding Bidder's performance and reputation.	5
3. Total number of vehicles sold to each government agencies during the last three-years (2012, 2013 and 2014) and total dollar amount.	5
Past Sales:	
1. Company's annual sales total for each year listed - 2012, 2013 and 2014.	5
2. Company's annual government sales total for each year listed - 2012, 2013 and 2014.	5
C. Bidder's Commitment	

1. Number of cooperative contracts Bidder currently holds.	5
2. Will the H-GAC contract be your primary contract vehicle?	5
3. Estimate total sales you expect to generate through the term of an H-GAC contract (2yrs).	5
4. Marketing Plan summary:	5
TOTAL	45

Bidder's response with the highest evaluation point total will receive a maximum of 30 points. **Bidder** responses receiving less evaluation points will be scored using the following calculation:

$$\text{Highest Eval Total} - \text{Bidders Eval Total} \div \text{Highest Eval Total} - 1 \times \text{Maximum Points} = \text{Bidder Eval Score}$$

Bidder with the highest overall score (Price Score + Evaluation Score) will be determined “lowest responsible **Bidder**” for each base vehicle line item.

Note: Bidder shall supply all required information with Response or the Response may be deemed non-responsive.

3.3 COMPUTERIZED DATABASE REQUIREMENTS

Bidders that have been awarded a contract are to be equipped with a computerized database that will provide accurate records regarding vehicle quotations, ordering, tracking, and reporting for all vehicle acquisitions ordered through the **HGACBuy** contract. The database should incorporate the following features:

- Manageable database allowing controlled access.
- Data Validation (Example: wrong number of digits in a part number, or text entry in a numeric field)
- Protect against Data Corruption (Example: Avoid duplication of fields/errors)
- Security (lock files, records, fields)
- Reporting and order tracking capabilities (e.g. **End User** summary reports, monthly/quarterly sales summary reports, **HGACBuy** Administrative Fee reports etc.)

Offeror shall identify the database software which will be used to control and track quotations and orders, and shall describe the internal controls which will be employed to preclude errors and omissions. Offeror shall also provide brief sample of quarterly reports as may be available, including an “**End User Summary Report**” and an “**HGACBuy** Fee Summary Report”.

Note: Excel spreadsheets do not constitute a computerized data base and therefore will not be an acceptable method of tracking and reporting vehicle acquisitions for the HGACBuy contract.

This requirement shall be part of the bid package, tabbed and labeled with the heading “Database”

3.4 GENERAL VEHICLE REQUIREMENTS

Standard Models & Equipment - Unless otherwise specified herein, all products must be manufacturer's standard models, and must be furnished complete with manufacturer's standard equipment and factory-installed trim and accessories. Optional “fleet deducts” for features otherwise considered standard are not acceptable. **Bidder** shall provide, with bid submission, current manufacturer specifications (CD-ROM / source book) with respect to each model's standard equipment. Upon award of a contract, vendor shall, as a minimum, provide manufacturer's standard equipment for each model, in effect at the time of contract award, irrespective of any manufacturer standard model/base feature changes that may arise during contract period.

- **Optional Specifications** - Specifications for Optional equipment and accessories (which may be required equipment for certain Product Codes) are listed elsewhere herein.
- **Additional Equipment** - Additional equipment, in addition to, or in lieu of, standard equipment required for

a particular application, is listed in the following section for Law Enforcement Prisoner Transport Vans – only.

- **Equipment and Accessories** - Optional equipment and accessories shall be furnished when so specified in the **End User Purchase Order**.
- **Special Requirements for Selected Types:**

1) **Law Enforcement Prisoner Transport Vans**

- **Additional Equipment** - The following equipment is also required on Full Size Prisoner Transport Vans in lieu of, or in addition to that required in the Product Code Table in Section 3.5 :

The seating arrangement shall be as follows:

<u>Number of Seats</u>	<u>Seat Capacity</u>
1	1 (driver)
1	1 (passenger, front)

- Full screen, Setina 6-7VS Bodyguard Van Partition, with Lexan divider, separating the driver and passenger seating area from the prisoner area.

<u>Number of Seats</u>	<u>Seat Capacity</u>
2	3 (per seat)
1	4 (per seat)

- All windows in the prisoner area shall be covered with tamper proof screens.
- Side and rear doors inside the prisoner area shall be inoperative from the inside.

2) **Passenger Vans, Light-Duty**

Passenger Vans are not to be used to transport Students anywhere, anytime, for any reason, as per SB 1486 – Section 20, and/or Section 34.003. Copies of this law can be obtained from the National Highway Traffic Safety Administration, a Division of the U.S. Department of Transportation by calling 800.424.9393.

3) **Program Vehicles**

Program vehicles must be classified in two categories, based on the odometer reading at time of sale:

- a.) Vehicles under 15,000 miles
- b.) Vehicles with mileage between 15,000 miles and 25,000 miles.
- c.) Bids shall be offered as a **fixed dollar amount** over dealer cost. Dealer cost shall include all costs incurred in procuring the Program Vehicle and delivering to Dealer's location. Bids for Program Vehicles shall be shown on **Form D** with the appropriate Product Code under major category "L" from the Product Code Table. If bid differs for different models, **Bidder** may choose a unique third alpha character to add to the Product Code for each different model.

3.5 PRODUCT CODES

For the purposes of this Invitation and any subsequent contract, all Base Vehicle Items offered shall be identified by a three (3) character alpha-numeric Product Code. The first character designates the manufacturer, the second and third designates the model and description. Base Vehicle Items and associated Product Codes have been pre-listed on **Form D**. **Bidder** shall determine which items to bid. **No changes/alterations/modifications to Form D descriptions will be accepted on the Final Bid documents. Changes/alterations/modifications made to Form D will result in the bid item(s) being deemed non-responsive.**

A separate TAB within the bid response marked Base Vehicle Items Standard Equipment should be set up for each line item being bid on **Form D**. This complete listing of base model vehicles and its standard equipment must be submitted showing the **H-GAC** Product Code and the Manufacturers Body Code. This must be clearly and easily identified. **Form D – Base Vehicle Product Pricing** identification sheet will be used to indicate Standard Features of the base models. **If these hard-copy forms do not accompany your bid, it may be deemed non-responsive.**

Offered Pricing for Base Vehicle Items and/or OEM Options must remain firm for the current model year. Price changes for subsequent model years shall follow the procedures outlined in the Section A, Sub-heading 45, on page 16 of 19. Price changes will only be allowed at the model year change of the vehicle in question after **H-GAC's** approval, according to the requirements in Section A. Contractors are responsible for informing **H-GAC** of all price changes. **Form D** column C (Current Model Year Bid) reflects the current model year for each vehicle being offered.

3.6 MANUFACTURERS

This specification establishes minimum standards and performance requirements for various car, light truck and motorcycle manufacturers. These manufactured vehicles have been pre-listed on **Form D** for bid purposes. The Manufacturers included in this Invitation are:

Cars & Light Trucks

- A. Chevrolet
- B. Chrysler
- C. Dodge
- D. Fiat
- E. Ford
- F. Freightliner
- G. GMC
- H. Jeep
- I. Nissan
- J. Ram
- K. Toyota

Motorcycles

- N. BMW
- O. Harley-Davidson
- P. Honda
- Q. Suzuki
- R. Victory

3.7 MANUFACTURER OPTIONS

Bidders are required to furnish a complete Manufacturer Published Catalog of all OEM Manufacturer Options. The name of the catalog and the effective date of the catalog shall be listed on **Form E**. The discount percentage being offered off the Manufacturer Suggested Retail Price must also be listed on **Form E** for the entire catalog.

Bidders shall submit pricing from the following Manufacturer Catalogs:

Cars & Light Trucks

- A. Chevrolet – GlobalConnect GM Pricing
- B. Chrysler – Chrysler Dealer Code Guide
- C. Dodge – Dodge Dealer Code Guide
- D. Fiat – Fiat Dealer Code Guide
- E. Ford – Ford Vehicle Price List
- F. Freightliner – Netstar Online Catalog
- G. GMC – GlobalConnect GM Pricing
- H. Jeep – Jeep Dealer Code Guide
- I. Nissan – Nissan Fleet Buyers Guide
- J. Ram – Ram Dealer Code Guide
- K. Toyota – Toyota Fleet Ordering Center

Catalogs may be updated only at vehicle model year change. The discount percentage being offered off of the catalogs Manufacturer Suggested Retail Price at time of bid submittal must remain constant throughout the term of the contract period.

3.8 REQUIRED OPTIONS

Order codes for required options have been pre-listed on **Form D** for each vehicle. Each required option must be priced on **Form D**, in its appropriate column, based on the discount percentage being offered off the Manufacturer Published Catalog from **Form E**. Each required option must be identified with one of the following as it relates to the vehicle being bid:

- A. (\$) - Cost/price of option.
- B. (N/A) - Not available or inaccurate (i.e. typing error).
- C. (STD) - If offered as a standard feature by the manufacturer for that particular vehicle.
- D. (Incl.) - If included in the base price or if it is included in a package with another required option. If included in a package with another required option, list the package price once and specify (Incl.) on the remaining option(s) included in the package.

Note: Listing N/A for a required option within a particular vehicle series may result in disqualification for that corresponding vehicle series if the option is offered from the manufacturer.

Note: Only base vehicles and required options pricing should be quoted on Form D. No notes of any kind should be specified on Form D.

Note: Failure to submit pricing or submit correct pricing for any required option listed on Form D may deem that entire line item as non-responsive.

3.9 DEALER OPTIONS

Dealer options must be listed and priced on **Form F** for each vehicle bid, where applicable. All Dealer Option price quotes shall include any applicable installation required to make the option fully functional.

Bidder shall specify the Manufacturer name and model/part # for each **Dealer Option** priced, where applicable. Listed below are general descriptions of items that can be priced by **Bidder**. If there are multiple makes/models for a specific item listed below (i.e. service bodies), **Bidder** shall insert lines as necessary on **Form F** to list the various makes/models. See example below.

Also, **Bidder** shall list the Manufacturers Published Catalog or Price List as an offering for a dealer option as referenced in the **Dealer Option Listing**. **Bidder** shall include name of Manufacturers Published Catalog or Price List, catalog effective date and discount being offered off catalog. The discount percentage from retail/list will determine the final price for each item referenced in Manufacturers Published Catalog or Price List shown on **Form F**. The catalog shall be the most current document in effect at the time of bid submittal date specifically corresponding with 2016 model year vehicles.

H-GAC recognizes that a catalog may have varying percentages associated with the different categories and or items within a catalog. Given this, **H-GAC** will allow different percentage discounts within a given manufacturers catalog (e.g. segmented by category or model). See example below.

Note: Catalogs bid at 0 (zero) percent discount from retail/list price may be deemed non-responsive.

Note: Only the Dealer Options specified below may be quoted in this process. Bidders are encouraged to provide a thorough listing of these options. See sample below.

Sample Only!

H-GAC 'Form F' - Dealer Option Pricing		
	Offeror Name:	ABCXYZ Ford
	Invitation No.:	VE11-15

Notes:	1) Bid each Option offering on a separate line, using the appropriate H-GAC Product Code (from Form D), in Column "A".				
	2) Use a single Form F . ONLY those Dealer Options listed in Section B, pg. 14 may be priced below.				
	3) Bidder must provide Manufacturer & Make in Column "C".				
	4) Bidder must provide Model No., Part No. or Catalog Effective Date in Column "D".				
	5) Add/Insert additional lines as necessary.				
A	B	C	D	E	F
H-GAC Product Code (Form D)	Option # (From Section B Listing)	Mfg. and Make	Model # / Part # or Catalog Effective Date	Option Description or Catalog Name	Offered Price or Discount Off Catalog
D18	35	Rawson - Koenig	LT5680	Low profile utility, 8' body, 39" tall w/top opening compartment (curbside only)	\$4,000.00
	35	Rawson - Koenig	S5680	Standard 8' utility body, 44" tall	\$3,500.00
D27	24	Rawson - Koenig	2013	RKI Commercial Grade Truck Equipment	25% off

Dealer Option Listing

1. Standard Light Bars (i.e. Whelen, Federal Signal, Code-3)
2. 8 Strobe Light Bars
3. 8 LED Light Bars
4. Strobes (Hidden, Mirror, and Grille mounted)
5. Power Supplies
6. Lighted Switches
7. Sirens (i.e. Whelen, Matercom)
8. Speakers
9. Prisoner Transport Screen
10. Mobile Data Terminal stand
11. Reflective Stripes
12. Radars Equipment
13. Video Cameras
14. Antennas
15. Light Bar Wiring Harness
16. Spot Lights
17. Lift Gates
18. Bed Liners (i.e. Spray-In & Drop-In)
19. Ladder Rack
20. Grille Guards (Painted/Chrome)
21. Headache Racks
22. Spotlight
23. Tool Boxes
24. Shovel Boxes (48", 60", 72")
25. Receiver Hitch
26. Pindle Combo w/2" Ball
27. Gooseneck Hitch in Bed
28. Electric Brake Controller
29. Push Bumper
30. Rear Tread plate Bumper

31. Full Front Replacement Bumper
32. Pipe Side Steps (chrome/painted)
33. VHF Radios (i.e. Motorola 2-way)
34. Service Bodies
35. Conventional Dump Bodies
36. Platform Dump Bodies
37. Stake Dump Bodies
38. Stationary Platform Bodies (Steel & Wood Floor)
39. Stationary Stake Bodies (Wood Floor)
40. Urban Command Center and Life Support Unit
41. Special Service Universal Specialty Vehicle Mobile Law Enforcement Command Post Conversion
42. Air Compressors
43. Crane Reinforcement
44. Master Lock System (56", 60", 84" CA Service Body)
45. Ladder Racks (Bow type, Overhead, Over cab ladder/pipe)
46. Teletop (56", 60", 84" CA Service Body)
47. Louvered Window Grill
48. Cranes (i.e. Truck/Service Body Mounted)
49. Winches
50. Boom Rest
51. Outriggers (Service Body)
52. Cargo Van Accessories / Bin Packages (i.e. General Service, HVAC)
53. Delivery Charge (Cost per mile)
54. Shovel pole holder
55. Knapheide Utility Van (KUV) – All Models
56. Body wraps
57. Two Tone Paint
58. Center consoles
59. Gun Locks
60. Prisoner Transport Seat
61. SWAT Box
62. Weapons Cage
63. K-9 insert with K-9 options
64. Welder
65. WACHS machine
66. 10, 12, 14, 15, 16, 17' High Cube Van box both SRW and DRW
67. Outriggers
68. Wheelchair Accessible vans – 5/2 – 6/2 – 2/4 – 8/1 side/rear load
69. Shop and parts DVDs
70. Privacy glass, dealer installed
71. Extended warranties
72. Alternate fuel conversion kits (CNG/LPG)

3.10 SPECIFICATIONS FOR OPTIONAL EQUIPMENT

Air Conditioning Unit - The unit shall be chassis factory installed and shall be an integral type. The manufacturer's basic air conditioning package shall include a heavy-duty radiator.

Air Conditioning Unit, Rear (for Vans, Suburbans, and Utility Vehicles) - The rear unit shall be furnished as a factory-installed combination unit, if available, or as an aftermarket auxiliary, providing that the unit does not interfere with the head room requirement, and meets or exceeds the recommendations of, and is sanctioned by the chassis manufacturer. The auxiliary unit shall be fully warranted for a minimum of 12 months.

Drive – All Wheel (AWD), Front Wheel (FWD), Rear Wheel (RWD)

Air Bags – Dual

Alternator (for Light-duty trucks and Pickups only) - manufacturer's heavy-duty, increased capacity alternator SAE rated at 95 amperes minimum.

Battery - Maintenance Free (if not Standard).

Brakes, Power Front Disc - manufacturer's standard. Where not otherwise specified.

Bumper, Rear Heavy-Duty Truck (for use on Light Duty Trucks). The bumper shall be constructed using formed steel channel, with closed ends. The bumper shall have a recessed hitch plate located in the center. The bumper steel tread plate step shall be constructed of not less than 16 gauge, 3/8-inch steel frame plate, with minimum 1/4-inch frame plate braces, with splash guard and nonskid surface treatment included. The bumper shall be equipped with a license plate light and holes for mounting a license plate.

Colors - End User shall specify on Purchase Order single color or optional multicolor.

Cruise Control - Chassis manufacturer's standard automatic speed maintenance control system with resume speed feature.

Differential, Limited-Slip Traction Type - The maximum traction type differential shall be Posi-traction, No-Spin, or equal.

Door Locks, Power (all passenger doors) - Manufacturer's standard (Where not otherwise specified).

Engines, Gasoline, Larger Displacement (for Light-Duty Trucks).

Fuel Tanks, Increased Capacity (For Light-Duty Trucks) - When so specified in the Invitation for Bids, the manufacturer shall furnish the largest fuel capacity available for the model offered. The fuel tank(s) furnished must meet or exceed requirements set forth in FMVSS No. 302-75.

Note: Optional, increased capacity fuel tanks are not available on passenger cars. They are also not available on certain model light duty trucks and vans. Ordering this option will provide the largest capacity available (if any) furnished by the manufacturer.

Glass, Cargo Van - Rear Door, All Door, Each Door and Side Panel (Same as window van).

Note: Glass Must Be Factory Installed; No Dealer-Installed Glass Acceptable.

Grille Guard, Heavy-Duty (for use mainly on Light-duty trucks) - A heavy-duty grille guard designed to protect the headlamps and grille of a vehicle shall be mounted on the front of vehicle for which it is required.

Headache Rack (For Light-duty Pick-up Trucks only) - A heavy-duty headache rack, shall be provided to protect the rear window. It shall be constructed of a frame of minimum 16-gauge steel, and a window covering of horizontal louvers, adequately braced to insure stability and strength. The mounting shall be accomplished by the use of 3/8-inch bolts with flat washers. It shall be treated in a chemical bath or dip or similarly treated for rust prevention prior to the application of the final coat of paint.

Mirror, Rearview, Exterior, Low Mount Type, Left and Right Sides - Manufacturer's low mount (below eye level) wide view-type mirror, two or three-point mounting. Mirror shall meet or exceed the requirements of FMVSS No. 111 and shall have a face size approximately 6 inches by 9 inches with an adjustable low-mount bracket. Extension arms are required on chassis-cab units.

Mirror, Rearview, Exterior, Remote-Control Type, Left Side (For Automobiles and Station Wagons) Mirror shall have minimum viewing area of 12 square inches and shall be factory or dealer installed.

Note: When a spotlight is also specified, the left-side mirror shall be mounted to the rear of, or below, the spotlight and the operation of the two shall not conflict.

Mirrors, Rearview, Exterior, Matching Left and Right Sides (for Automobiles and Light Trucks) - Each mirror shall have a minimum viewing area of 12 square inches and shall be factory or dealer installed. Left side mirror shall be remote-control type.

Steering, Power - manufacturer's standard.

Power Take-Off (PTO), Single Speed, One Gear (No Reverse) - PTO shall have a shaft output speed (RPM) of minimum 50 percent and a maximum of 80 percent of engine speed (RPM) for truck dump body operation. The output shaft shall have a RPM speed of approximately 90 percent on diesel engines. The PTO shall be furnished complete with cab controls (including a dash-mounted light to indicate when PTO is in operation) and shift linkage. The cutout for the cab controls shall be held to the absolute minimum necessary for installation and operation and shall be sealed watertight. **All PTO assemblies shall be repairable type with replaceable bearings, seals, gaskets, and other less durable parts.**

Power Take-Off (PTO), Multiple Speeds - PTO shall have two speeds forward and one speed reverse for truck

winch operation. The PTO shall be furnished complete with cab controls (including a dash-mounted light to indicate when PTO is in operation) and shift linkage. The cutout for the cab controls shall be held to the absolute minimum necessary for installation and operation and shall be sealed watertight. **All PTO assemblies shall be repairable type with replaceable bearings, seals, gaskets, and other less durable parts.**

Radiator, Heavy-Duty Type: Radiator shall be furnished with the same capacity offered by the manufacturer for the Series when factory air conditioning is supplied. Heavy-duty **radiators are required** with all air conditioning options.

Radio, AM-FM - Radio shall be a chassis factory-installed standard brand AM-FM transistor radio. Antenna, which may be an integral part of the windshield, shall be furnished and mounted.

Radio Delete Option – Deletes standard radio.

Radio (2-Way) Frequency (RF) Interference Package (for Land Mobile Radio Transceiver Interference)

Vehicles may have land mobile radio transceivers installed after delivery. These transceivers will operate in either a low band (30 to 50 MHz), high band (150 to 174 MHz), or UHF band (450 to 512 and 806 to 870 MHz). Antennas will be mounted on the roof, front fender, and/or rear fender. All vehicle electronic circuits including, but not limited to ignition, AM/FM radio receivers, computers, emission controls, and regulators, shall be designed to suppress, bypass, or otherwise prevent interference from affecting the radio transceiver. Also, the vehicle electronic equipment shall be unaffected by radio frequency energy generated and radiated by the (up to 125 watt output) transmitter portion of installed transceivers.

Note: Purchasing agencies (End User) shall specify frequency or frequencies for which protection is required.

Seat, Passenger (for Chevy/GMC Suburbans and vans as applicable)

Rear Seats (for Extended Cab Pickups only)

Rear Seats (for Utility Vehicles) - additional, to increase seating capacity to 8.

Shock Absorbers, Heavy-Duty - Shock absorber shall be the manufacturer's heavy-duty type in lieu of the regular-duty shock absorbers.

Spare, Wheel and Tire - Full-size conventional type mounted spare tires or space saver tires shall be New in Type and Size of Tire and Wheel. If spare is being eliminated by manufacturer for any reason, run-flat tire or tire inflator kit must be provided.

Spotlight - Spotlight shall be Unity 325 halogen, or equal, and shall have a 6-inch diameter clear lens for current model automobile. It shall be mounted in the left side windshield post or quarter panel, either by the chassis manufacturer or by means of an approved bracket (Unity Model #229 will satisfy this requirement). The local installation, if required, shall be accomplished in a workmanship-like manner. The spotlight and the rearview mirror shall not conflict.

Steering Wheel, Tilt, Chassis Manufacturer's Standard

Tool Box, Crossover Type (for use on Light-duty Pickups) - Shall be constructed of minimum 14-gauge automotive type steel or Galvanneal. One cover shall be provided on each side of the box to permit access from either side of the vehicle. These covers shall be weather-proof when the compartment doors are in the closed position, and shall be equipped with self-locking "stay-open" braces, torsion spring or gas shocks to insure that the compartment doors remain open when lifted, and plated metal paddle handle latches. Each latch shall be provided with a lock and the locks shall be keyed alike. The interior of the box shall be equipped with a full width sliding tray constructed of minimum 22-gauge steel. The length of the tray shall be approximately one-half of the interior width of the pickup bed. The tray shall be provided with handles or other suitable means so it can be accessed from either side of the vehicle. The tray shall be equipped with adjustable dividers set on approximately 5-inch centers. The toolbox shall be provided complete, installed, and painted manufacturer's standard white with a minimum paint thickness of 3 mils or painted to match the color of the truck body if other than white.

Note: This Tool Box option may not be compatible with Alternative fuels - due to fuel storage tank(s) location.

Tool Box, Crossover Type, Special Application (for use on Light-duty Long Bed Pickups) - same as Option 119, above, except with the approximate dimensions listed below; used mainly by engineers and surveyors. Dimensions shall be 61-3/4" long (overall width 69-1/2") by 25-1/2" depth, 30" width. **Example:** Rawson-Koenig model No. St-63WD).

Note: This Tool Box Option may not be compatible with Alternative fuels - due to fuel storage tank(s) location or short wheelbase pickups with short beds.

Transmission, Automatic, 3, 4 or 5-Speed Type - Where not listed in the base specification.

Transmission Oil Cooler, Heavy-Duty Auxiliary (for Automatic Transmission in Automobiles and Light-Duty Trucks) - This is in addition to, not in lieu of, the regular oil cooler installed by the chassis manufacturer unless an increased capacity internal cooler, which is available from the chassis manufacturer as a regular production option, is provided.

Note: The chassis manufacturer's increased cooling capacity option code shall be indicated on the line-setting ticket or window sticker provided with the unit upon delivery.

Warranty, Extended - When so specified in the **End Users** Purchase Order, an extended warranty shall be provided to cover the period of time from expiration of the manufacturer's standard warranty to a period of 4 years and 70,000 miles, whichever comes first. If the manufacturer's standard warranty extends through this period, it shall apply. Any covered work performed during this period shall be at no charge to the ordering agency and shall include all major vehicle systems excluding normal maintenance items such as belts, hoses, batteries, filters, greases and lubricating oils, fuses, replacement fluids, tires and tubes, tire repair, light bulbs, etc. Extended warranty service shall be available from any authorized dealer.

Window Tint - Maximum factory-installed available (limited application)

Windshield Wipers, Intermittent Type - with integral windshield washers - must be factory-installed.

3.11 SPECIFICATIONS FOR OPTIONAL TRUCK BODIES (MOUNTED)

Contractors are encouraged to have a thorough listing of Optional Truck Bodies available to offer **HGACBuy** members (see below).

Note: Failure to provide pricing for Optional Truck Bodies on Form F may result in bid being rejected as non-responsive.

- A. Conventional Dump Body
- B. Platform Dump Body (Steel Floor)
- C. Stake Dump Body (Wood Floor)
- D. Stationary Platform Body (Steel Floor)
- E. Stationary Platform Body (Wood Floor)
- F. Stationary Stake Body (Wood Floor)
- G. Utility Bodies
- H. Suggested Options

A. CONVENTIONAL DUMP BODY

1. **Sides & Front Panel** – 10 Gauge steel on side construction.
2. **Floor** – 10 Gauge hi-tensile steel, with 2” radius sides-to-floor. Securely welded to channel crossmembers, head sheet support and rear bolster.
3. **Tailgate** – Constructed of 10 Gauge steel. Fully boxed brace frame with two (2) vertical braces and sloped lower rail. Heavy duty offset gate hardware, top and bottom.
4. **Understructure** – Completely pattern-built with 3” structural channel crossmembers on 16” centers with two (2) 5” structural (6.7# per ft.) channel long sills, all firmly gusseted and welded.
5. **Lights & Reflectors** – To be recessed shock resistant rubber mounted, FMVSS 108 clearance lights, three (3) cluster lights (lower apron), and rear facing stop-turn-tail lights mounted at top of corner posts for added visibility.
6. **Hoist** – Hoist to be double acting, power up and power down.
7. **Power Take-Off** – Power take-off for dump operation shall be at least single speed. PTO shall be repairable type having replaceable bearings, gaskets, seals, and other less durable parts. Some light duty trucks with automatic transmissions require an electric-powered PTO if ordered.
8. **Safety Strut (Brace)** – Each Conventional Type Dump Body shall be equipped with a “safety strut” designed to support the empty dump body in a raised position at an angle of approximately 45 degrees from the hoist sub-frame.
9. **Rub Rails** – To be installed the full-length of both sides and the tailgate.

B. PLATFORM DUMP BODY (STEEL FLOOR)

1. **Floor** – 10 Gauge hi-tensile steel. Securely welded to both crossmembers and longitudinal.
2. **Understructure** - 3” steel I-beam crossmembers on 16” centers with two (2) 5” structural (6.7# per ft.) channel long sills, all firmly gusseted and welded.
3. **Lights & Reflectors** - To be recessed shock resistant rubber mounted, FMVSS 108 clearance lights, three (3) cluster lights (lower apron), and rear facing stop-turn-tail lights.
4. **Hoist** – Hoist to be double acting, power up and power down.
5. **Rails** - The floor edges of Steel Platform Type Dump Bodies shall be enclosed with high-strength steel channel rails installed on both ends and on both sides.
6. **Protector, Cab (Bulkhead Type)** - Body shall be equipped with a bulkhead type cab protector. This protector shall be designed to prevent shifting of load and penetrating or crushing of the driver's compartment.
7. **Stake Pockets** - To be provided with the standard number of stake pockets for this size body.
8. **Trip Handles** - Trip handles for tailgates of dump bodies shall be so arranged that, in dumping, the operator will be in the clear.
9. **Power Take-Off** – Power take-off for dump operation shall be at least single speed. PTO shall be repairable type having replaceable bearings, gaskets, seals, and other less durable parts. Some light duty trucks with automatic or manual transmissions require an electric-powered PTO if ordered.
10. **Safety Strut (Brace)** – Each Platform Dump Body shall be equipped with a “safety strut” designed to support the empty dump body in a raised position at an angle of approximately 45 degrees from the hoist sub-fame.

C. STAKE DUMP BODY (WOOD FLOOR)

1. **Height of stake sides** - Minimum 40 inches.
2. **Floor** - Kiln-dried, Wolmanized or Penta-treated lumber free from such defects as loose knots, knotholes, excessive warp, or edge splits. Each section shall be securely fastened to each cross member by recessed screws or bolts and installed flush with side rails.
3. **Understructure** – Cross member spacing shall be the manufacturer's standard spacing. Minimum of two (2) 5” longitudinals.
4. **Lights & Reflectors** - To be recessed shock resistant rubber mounted, FMVSS 108 clearance lights, three (3) cluster lights (lower apron), and rear facing stop-turn-tail lights.
5. **Hoist** - Stake Dump Bodies shall be equipped with a single cylinder scissor type conversion hoist mounted under the body.
6. **Power Take-Off** - Power take-off for dump operation shall be at least single speed.
7. **Rails** - The floor edges of Stake Dump Bodies shall be enclosed with rails installed on both ends and on both sides.
8. **Safety Strut (Brace)** – Each Stake Dump Body shall be equipped with a “safety strut” designed to support the empty dump body in a raised position at an angle of approximately 45 degrees from the hoist sub-fame.
9. **Protector, Cab (Bulkhead Type)** - Body shall be equipped with a bulkhead type cab protector. This protector shall be designed to prevent shifting of load and penetrating or crushing of the driver's compartment.
10. **Stake Rack Sections** - Stake Dump Bodies shall have removable stake rack sections at least 40 inches high measured from the top to the floor rail after installation.
11. **Stakes and Stake Pockets** – To be provided with the standard number of stake pockets for this size body.

D. STATIONARY PLATFORM BODY (STEEL FLOOR)

1. **Steel** - 10 Gauge hi-tensile steel, securely welded to both crossmembers and longitudinal.
2. **Rails** - The floor edges of Steel Platform Bodies shall be enclosed with steel rails installed on both ends and on both sides.
3. **Cross Members** - Cross members shaping shall the manufacturer's standard spacing.
4. **Longitudinal Sills** - A minimum of two are required which shall be manufactured from minimum 5-inch, 6.7 lb/ft structural steel channel or 5-inch, 10 lb/ft steel I-beam.
5. **Protector, Cab (Bulkhead Type)** - Body shall be equipped with a bulkhead type cab protector. This

protector shall be designed to prevent shifting of load and penetrating or crushing of the driver's compartment.

6. **Stake Pockets** – To be provided with the standard number of stake pockets for this size body.

E. **STATIONARY PLATFORM BODY (WOOD FLOOR)**

1. **Floor** - Kiln-dried, Wolmanized or Penta-treated lumber free from such defects as loose knots, knotholes, excessive warp, or edge splits. Each section shall be securely fastened to each cross member by recessed screws or bolts and installed flush with side rails.
2. **Rails** - The floor edges of Steel Platform Bodies shall be enclosed with steel channel rails installed on both ends and on both sides.
3. **Cross Members** - Cross members shaping shall the manufacturer's standard spacing.
4. **Longitudinal Sills** - A minimum of two are required which shall be manufactured from minimum 5-inch, 6.7 lb/ft structural steel channel or 5-inch, 10 lb/ft steel I-beam.
5. **Protector, Cab (Bulkhead Type)** - Body shall be equipped with a bulkhead type cab protector. This protector shall be designed to prevent shifting of load and penetrating or crushing of the driver's compartment.
6. **Stake Pockets** – To be provided with the standard number of stake pockets for this size body.

F. **STATIONARY STAKE BODY (WOOD FLOOR)**

1. **Height of stake sides** - Minimum 40 inches.
2. **Cross Members** - Cross member spacing shall be the manufacturer's standard spacing.
3. **Flooring** – Kiln-dried, Wolmanized or Penta-treated lumber free from such defects as loose knots, knotholes, excessive warp, or edge splits. Each section shall be securely fastened to each cross member by recessed screws or bolts and installed flush with side rails.
4. **Longitudinal Sills** - A minimum of two are required which shall be minimum 6-inch, 12-gauge formed steel channel.
5. **Protector, Cab (Bulkhead Type)** - Body shall be equipped with a bulkhead type cab protector, which shall be a part of the body. This protector shall be designed to prevent shifting of load and penetrating or crushing of the driver's compartment.
6. **Stake Rack Sections** - Stake Dump Bodies shall have removable stake rack sections at least 40 inches high measured from the top to the floor rail after installation. Each stake rack section shall be equipped with the necessary hardware to lock each section to adjacent sections. Two rack sections shall be provided on each side, and two on the rear of each stake dump body. Each stake rack section shall have a minimum of four horizontal slats with no more than a 7-inch gap between them. The slats shall be constructed from minimum 18-gauge corrugated steel with rounded corners and smooth edges. Each slat shall be securely fastened to two steel stakes.
7. **Stakes and Stake Pockets** - Stake Dump Bodies shall be provided with the standard number of stake pockets for this size body.

G. **UTILITY BODIES**

1. **Scope** - Utility Bodies for Cab/Chassis shall be the general purpose type, mounted on the following and meeting or exceeding the following requirements:
2. **Bumper, Rear** - The rear bumper shall be made of heavy-duty safety tread plate steel with recessed type hitch plate for installation of a ball-type hitch.
3. **Compartment Doors** - Each compartment shall have a door and the door(s) shall have automotive type neoprene weather stripping installed between the door and the compartment so as to make the compartment dustproof and waterproof.
4. **Hinge Pins and Hinges** – Doors to incorporate integral (5/16” diameter min.) stainless steel rod hinge pins, stainless steel pillow block hinges to be self-lubricating plastic bushings. Hinge pillow blocks to be attached to body with closed end pop rivets or welded.
5. **Door Retainers** – Spring loaded door retainers on vertical doors easily detachable to allow door swing 180 degrees. Heavy-duty chain supports on horizontal doors to be easily removed to allow door to drop down.
6. **Horizontal Storage Space** - The horizontal storage space shall extend the full length of the utility body on both sides but may be partitioned into several compartments either horizontally or vertically.
7. **Latches** - Each compartment door shall have a latch and handle and the handle shall be stainless steel,

- paddle-type handle. Closure of the door shall be the slam action type.
8. **Locks** - Compartments shall have locks on each door and every lock shall be keyed alike [two sets of keys shall be furnished with each unit ordered.
 9. **Material, Body** - Body shall be constructed of minimum 14-gauge A40 galvaneal steel. Compartment doors shall be constructed of minimum 14- gauge outer panel and a full inner panel of 18 gauge.
 10. **Floor** – 1/8” treadplate floor with 3” longitudinal flange at each body side.
 11. **Tailgate** – 11-1/2” high with stainless steel cables support and secure tailgate. Tailgate to drop down for dock style loading.
 12. **Understructure** – 3/16” formed steel front and rear crossmembers at front and rear of body. Intermediate crossmembers to be 10-gauge formed steel. Longitudinals to be formed 14-gauge “hat” channel and run full length of the body.
 13. **Undercoating** - The entire underside of the utility body shall be completely and thoroughly undercoated without skips, voids, or thin places with a high quality asphalt base underbody coating conforming to Federal Specification TT-C-520B, such as R-477-139 manufactured by Daubert Chemical Co., Chicago, Illinois 60638, or Lion Nokorode Emulsion 331 manufactured by Lion Oil Company, El Dorado, Arkansas 71730, or an approved equal. The undercoating shall be applied in accordance with the undercoating manufacturer's instructions.

H. SUGGESTED OPTIONS

1. **Telescoping Top** – 16 gauge, sliding top to provide cover and protection of the cargo bay. Top to run along full-length galvanealed steel or aluminum tracks.
2. **Flip-Top Compartment** – Top opening compartment to have adjustable dividers and run the length of the service body providing quick access to small storage items.
3. **Horizontal Through Compartment** – To be located curbside and run full-length of the horizontal compartment with a rear access door. Access door to be equipped with paddle handle latch and locking cylinder to match locks on compartment doors. Rubber bumper on body to protect door.

----- End of Section B -----

For questions about this specification, please contact:
Aundre Petty - 713-993-2453
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.: **VE11-15**

Title: **Current Model Cars, Light Trucks & Police Motorcycles**

This Section contains the following **H-GAC FORMS**.

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

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 **handwrite** this Form. Information must be typed in.)

Invitation No.: **VE11-15**

Invitation Title: Current Model Cars, Light Trucks & Police Motorcycles

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: **Current Model Cars, Light Trucks & Police Motorcycles**

Offeror:

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

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

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

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

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

Accepted and Agreed By:

Title:

Date:

HUB Status Of Offeror

Offeror is a HUB, as detailed below.

Offeror is not a HUB.

Designation(s):

HUB

DBE

MBE

WBE

Other

Certifying/Listing Authority(s):

Subcontracts

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

Subcontractor List attached.

No Subcontractors will be used.

Title:	Current Model Cars, Light Trucks & Police Motorcycles
Offeror:	

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

This Response Includes:	Init.
1 An "Original" hard copy of the COMPLETE submission, including all required <i>FORMS</i> , plus one copy, each in a separate hard-sided 3-ring binder.	
2 A copy of the COMPLETE submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive).	
3 An originally signed Form A 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 References .	
5 Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
6 Complete Warranty Documentation for all Products offered.	
7 A complete OEM Options Catalog with MSRP pricing.	
8 A completed Form D, Form E and Form F.	
9 Complete Database documentation	
10 Form CIQ , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right.	
11 If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
12 If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	

H-GAC 'Form D' - BASE VEHICLE PRODUCT PRICING	
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Offeror Name:	
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Invitation No.:	VE11-15 - CURRENT MODEL CARS, LIGHT TRUCKS & POLICE MOTORCYCLES
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|----------------------------------|--|
| N
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T
E
S | 1) "Required Options" (Columns H thru L) must be addressed (See Section B, pg. 12, Subset 3.8) in its corresponding column below for each vehicle line item bid. |
| | 2) In the Column "C" below; "Current Model Year Bid" must show the model year of the vehicles you are offering. |
| | 3) Pre-Delivery and Inspection cost (PDI) must be included as part of the Base Price, shown in column "G". |
| | 4) Column "H" indicates the Manufacturer Body Codes for "Required Options" in the order listed and priced in the corresponding columns (I thru L). The prices should match the pricing offered in the Manufacturer Option Catalog, including the offers discounts. Use this Form D only. The cells will automatically populate the totals. <u>Failure to submit pricing or to submit correct pricing for any required option listed on Form D may deem that entire line item as non-responsive.</u> |
| | 5) Remember to submit Manufacturer Option (OEM) Catalogs and answer the 5-questions on the Form E . |
| | 6) Remember to bid all Dealer Options on Form F . |

Cars and Light Trucks													
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A	B	C	D	E	F	G	H	I	J	K	L	M
HGAC Prod. Code	MFG.	Currnt Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price	Required Option Order Codes (#1, #2, #3, #4)	Req. Option #1 in \$\$\$	Req. Option #2 in \$\$\$	Req. Option #3 in \$\$\$	Req. Option #4 in \$\$\$	Total Base Price + All Req. Options
A01	Chev.	2016	Coupe	1EE37	Chevrolet Camaro LS 2-door Coupe, RWD,3.6L SIDI DOHC V6 VVT, 6-speed Manual Transmission, Complete with all manufacturer's standard equipment		ZCZ, G7D, PCN					\$0.00
A02	Chev.	2016	Law Enforcement Sedan	1EW19	Chevrolet Caprice PPV 4-door Sedan, RWD, Engine, 3.6L SIDI DOHC V6 VVT, includes (E85) FlexFuel (gas ethanol) capability, 6-speed Automatic, Electronically Controlled Transmission, Complete with all manufacturer's standard equipment		L77, HCQ, SG8					\$0.00
A03	Chev.	2016	Coupe	1YY07	Chevrolet Corvette 1LT 2-door Coupe, RWD, 6.2L V8 DI, 7-speed Manual with Active Rev Matching Transmission, Complete with all manufacturer's standard equipment		M5U, I06, CC3					\$0.00
A04	Chev.	2016	Sedan	1PL69	Chevrolet Cruze L 4-door Sedan, FWD, ECOTEC 1.8L Variable Valve Timing DOHC 4-cylinder sequential MFI, 6-speed Manual Transmission with overdrive, Complete with all manufacturer's standard equipment		RZX, VAV, VLI					\$0.00
A05	Chev.	2016	Sedan	1GX69	Chevrolet Impala LS 4-door Sedan, FWD, 2.5L DOHC 4 CYL, 6-speed Automatic, Electronically Controlled Transmission with Overdrive, Complete with all manufacturer's standard equipment		PDH, VAV, UD7					\$0.00

A06	Chev.	2016	Law Enforcement Sedan	1WS19	Chevrolet Impala Police 4-door Sedan, FWD, 3.6L SIDI DOHC V6 VVT, 6-speed Automatic, Electronically Controlled Transmission with Overdrive Transmission, Complete with all manufacturer's standard equipment		RUF, 7X6, 6J7							\$0.00
A07	Chev.	2016	Sedan	1GB69	Chevrolet Malibu LS 4-door Sedan, FWD, ECOTEC 2.5L DOHC 4-cylinder DI with Variable Valve Timing (VVT) and intake Variable Valve Lift (iVVL) and auto stop/start, 6-speed Automatic, Electronically-Controlled Transmission with overdrive, Complete with all manufacturer's standard equipment		PDH, QCL, AG1							\$0.00
A08		2016	Sedan	1RF68	Chevrolet Volt, FWD, 1.5L Internal Combustion Engine, Electric Drive, Complete with all manufacturer's standard equipment		PDB, UQA, VAV							\$0.00
A09	Chev.	2016	Hatchback	1CM48	Chevrolet Spark 5-door Hatchback LS, FWD, ECOTEC 1.2L DOHC 4-cylinder MFI, 5-Speed Manual Transmission, Complete with all manufacturer's standard equipment.		PCN, K05, VL1							#REF!
A10	Chev.	2016	Sedan	1JU69	Chevrolet Sonic, 4-door Sedan LS, FWD, ECOTEC 1.8L Variable Valve Timing DOHC 4-cylinder 6-speed automatic sequential MFI, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment		UF7, PCY, VAV							\$0.00
A11	Chev.	2016	Hatchback	1JU48	Chevrolet Sonic 5-door Hatchback LS, FWD, ECOTEC 1.8L Variable Valve Timing DOHC 4-cylinder sequential MFI, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment.		UF7, PCY, VAV							\$0.00
A12	Chev.	2016	SUV	1JU76	Chevrolet Trax 4-door Hatchback LS, FWD, ECOTEC Turbo 1.4L Variable Valve Timing DOHC 4-cylinder sequential MFI, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment.		PDC, AKO, K34							\$0.00
A13	Chev.	2016	SUV	1LF26	Chevrolet Equinox LS, FWD, 2.4L DOHC 4-cylinder SIDI with VVT, 6-speed Automatic Transmission with Overdrive, Complete with all manufacturer's standard equipment		AKO, AE8, VL1							\$0.00
A14	Chev.	2016	SUV	CR14526	Chevrolet Traverse LS, FWD, 3.6L SIDI V6, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment		UH8, AH5, VAV							\$0.00
A15	Chev.	2016	SUV	CC15706	Chevrolet Tahoe LS, 2WD, RWD, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and VVT, 6-speed Automatic Transmission, Electronically Controlled with overdrive and tow/haul mode, Complete with all manufacturer's standard equipment		A95, IO5, NHT							\$0.00

A16	Chev.	2016	SUV	CC15906	Chevrolet Suburban LS, 2wd, RWD, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and VVT, 6-speed Automatic Transmission, Electronically Controlled with overdrive and tow/haul mode, Complete with all manufacturer's standard equipment	A95, IO5, NHT						\$0.00
A17	Chev.	2016	Law Enforcement Sedan	CC15706	Chevrolet Tahoe PPV, Rear wheel drive, 2WD, 5.3L EcoTec3 V8, with Active Fuel Management, Direct Injection, VVT and Flex Fuel, 6-speed Automatic Transmission, Electronically Controlled with overdrive and tow/haul, Complete with all manufacturer's standard equipment	7X6, 6J3, 6N6						\$0.00
A18	Chev.	2016	Passenger Van	CG33406	Chevrolet Express LS 8-Passenger 135" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, Heavy-Duty, Electronically Controlled with overdrive and tow/haul mode and internal transmission oil cooler, Complete with all manufacturer's standard equipment (12 passenger option configuration available.)	L96, AS5, US8						\$0.00
A19	Chev.	2016	Passenger Van	CG33706	Chevrolet Express LS 15-passenger 155" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, Heavy-Duty, Electronically Controlled with overdrive and tow/haul mode and internal transmission oil cooler, Complete with all manufacturer's standard equipment.	L96, AS5, US8						\$0.00
A20		2016	Cargo Van	15S60	Chevrolet City Express LS Cargo, 2WD, RWD, 2.0L DOHC I4, Xtronic CVT Transmission, GVRW 4751#, Complete with all manufacturer's standard equipment.	VAV, K34, ZW2						\$0.00
A21	Chev.	2016	Cargo Van	CG23405	Chevrolet Express Cargo 2500, 135" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 8600#, Complete with all manufacturer's standard equipment	L96 AS5, US8						\$0.00
A22	Chev.	2016	Cargo Van	CG23705	Chevrolet Express Cargo 2500 Extended, 155" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 8600#, Complete with all manufacturer's standard equipment	L96, AS5, US8						\$0.00
A23	Chev.	2016	Cargo Van	CG33405	Chevrolet Express Cargo 3500, 135" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 9600#, Complete with all manufacturer's standard equipment	L96, AS5, US8						\$0.00

A24	Chev.	2016	Cargo Van	CG33705	Chevrolet Express Cargo 3500 Extended, 155" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 9900#, Complete with all manufacturer's standard equipment	L96, AS5, US8						\$0.00
A25	Chev.	2016	Cut-a-way Van	CG33503	Chevrolet Express Cutaway 3500, 139" WB, 2WD, RWD, Vortec 4.8L V8, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 9900#, Complete with all manufacturer's standard equipment	L96, AS5, US8						\$0.00
A26	Chev.	2016	Cut-a-way Van	CG33803	Chevrolet Express Cutaway 3500, 159" WB, 2WD, RWD, Vortec 4.8L V8, 6-speed Automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 10,500#, Complete with all manufacturer's standard equipment	L96, AS5, US8						\$0.00
A27	Chev.	2016	Cut-a-way Van	CG33903	Chevrolet Express Cutaway 3500, 177" WB, 2WD, RWD, Vortec 6.0L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 12,000#, Complete with all manufacturer's standard equipment	ZQ2, AS5, US8						\$0.00
A28	Chev.	2016	Prisnor Transport	CG33706	Chevrolet Express LS 12-Passenger 135" WB, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, Heavy-Duty, Electronically Controlled with overdrive and tow/haul mode and internal transmission oil cooler, Complete with all manufacturer's standard equipment (8 & 15 passenger option configurations available.)	L96, AS5, US8						\$0.00
A29	Chev.	2016	Colorado	12M53	Chevrolet Colorado 2WD, Extended Cab, 2.5L I4, DI, DOHC, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	ZJJ, IO4, PCN						\$0.00
A30	Chev.	2016	Colorado	12M43	Chevrolet Colorado 2WD, Crew Cab Short, 2.5L I4, DI, DOHC, 6-speed Automatic, HMD, 6L50 Transmission, Complete with all manufacturer's standard equipment	IO4, PCN, G80						\$0.00
A31	Chev.	2016	Colorado	12T43	Chevrolet Colorado 2WD, Crew Cab Long, 2.5L I4, DI, DOHC, 6-speed Automatic, HMD, 6L50 Transmission, Complete with all manufacturer's standard equipment	IO4, PCN, G80						\$0.00
A32	Chev.	2016	1500	CC15543	Chevrolet Siverado 1500 Crew Cab Short 143.5" WB, 2WD, RWD, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and VVT with FlexFuel capability, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 6900#, Complete with all manufacturer's standard equipment	L83, PCR, G80						\$0.00

A33	Chev.	2016	1500	CC15753	Chevrolet Silverado 1500 Double Cab 145.5" WB, 2WD, RWD, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and VVT with FlexFuel capability, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 6900#, Complete with all manufacturer's standard equipment	L83, PCR, G80						\$0.00
A34	Chev.	2016	1500	CC15703	Chevrolet Silverado 1500 Regular Cab 119.5" WB, 2WD, RWD, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and VVT with FlexFuel capability, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 6500#, Complete with all manufacturer's standard equipment	L83, PCR, G80						\$0.00
A35	Chev.	2016	Law Enforcement 1500	CC15543	Chevrolet Silverado Special Service Package 1500 Crew Cab Short 143.5" WB, 2WD, RWD, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and VVT, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 7000#, Complete with all manufacturer's standard equipment	8S3, 7X6, 6J4, 6C7						\$0.00
A36	Chev.	2016	2500	CC25903	Chevrolet Silverado 2500HD Regular Cab 133.6" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 9500#, Complete with all manufacturer's standard equipment	IO4, PCR, Z82						\$0.00
A37	Chev.	2016	2500	CC25753	Chevrolet Silverado 2500HD Double Cab 144.2" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 9500#, Complete with all manufacturer's standard equipment	IO4, PCR, Z82						\$0.00
A38	Chev.	2016	2500	CC25943	Chevrolet Silverado 2500HD 2WD Crew Cab 167.7" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 9500#, Complete with all manufacturer's standard equipment	IO4, PCR, Z82						\$0.00
A39	Chev.	2016	3500	CC35903	Chevrolet Silverado 3500HD Regular Cab 133.6" WB, SRW, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, heavy-duty, Electronically Controlled with overdrive and tow/haul mode, GVWR 10,400#, Complete with all manufacturer's standard equipment	IO4, PCR, Z82						\$0.00

A40	Chev.	2016	3500	CC35953	Chevrolet Siverado 3500HD 2WD, Double Cab, 158.1" WB, SRW, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, heavy-duty, Electronically Controlled with overdrive and tow/haul mode, GVWR 10,000#, Complete with all manufacturer's standard equipment		IO4, PCR, Z82							\$0.00
A41	Chev.	2016	3500	CC35743	Chevrolet Siverado 3500HD Crew Cab, 167.7" 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, heavy-duty, Electronically Controlled with overdrive and tow/haul mode, GVWR 10,000#, Complete with all manufacturer's standard equipment		IO4, PCR, Z82							\$0.00
A42	Chev.	2016	3500 Chassis	CC36003	Chevrolet 3500 Regular Chassis Cab DRW, 137.5" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled with overdrive and tow/haul mode, GVWR 13,200#, Complete with all manufacturer's standard equipment		IO4, PCR, AKO							\$0.00
A43	Chev.	2016	3500 Chassis	CC36043	Chevrolet 3500 Crew Chassis Cab DRW, 171.5" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled with overdrive and tow/haul mode, GVWR 13,200#, Complete with all manufacturer's standard equipment		IO4, PCR, AKO							\$0.00
B01	Chrysl	2016	Mid Size	UFCE41	Chrysler 200 LX, 4-door sedan, FWD, 2.4L I4 MultiAir Engine, 9-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		CLA, CLB, LM1							\$0.00
B02	Chrysl	2016	Large Size	LXCH48	Chrysler 300 Limited, 4-door sedan, RWD, 3.6-Liter V6 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		NHK, XAC, XKN							\$0.00
B03	Chrysl	2016	Minivan	RTYH53	Chrysler Town & Country LX, FWD, 3.6-Liter V6 24-Valve FFV Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		JPR, TBT, NHK							\$0.00
C01	Dodge	2016	Midsize Cars	PFDH41	Dodge Dart SE, 4-door mid size, FWD, 2.0-Liter I4 DOHC Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		CLE, TBG, JJJ							\$0.00
C02	Dodge	2016	Large Cars	LDDM48	Dodge Charger SE, 4-door, RWD, 3.6-Liter V6 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		LSA, NHK, AFD							\$0.00

C03	Dodge	2016	Police Vehicle	LDDE48	Dodge Charger Pursuit, 4-door Large Size, RWD, 3.6-Liter V6 24-Valve VVT Engine, 5-Speed AutoStick Automatic Transmission, Complete with all manufacturer's standard equipment		W8A, LNF, LSA, TBH						\$0.00
C04	Dodge	2016	Police Vehicle	LDEE48	Dodge Charger Pursuit, 4-door Large Size, All Wheel Drive Model, 5.7-Liter V8 Engine, 5-Speed AutoStick Automatic Transmission, Complete with all manufacturer's standard equipment		W8A, LNF, LSA, TBH						\$0.00
C05	Dodge	2016	Compact Cars	LADH22	Dodge Challenger SXT, 2-door Compact car, rear wheel drive, 3.6-Liter V6 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		RSD, NHK, AAX						\$0.00
C06	Dodge	2016	Minivan - 2WD	RTKH53	Dodge Grand Caravan SE, FWD, 3.6-Liter V6 24-Valve VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		JPR, AAJ, LSA						\$0.00
C07	Dodge	2016	Utility Vehicle - 2WD	JCDH49	Dodge Journey SE, FWD, 2.4-Liter I4 DOHC 16-Valve Dual VVT Engine, 4-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		LMK, CLE, XAA						\$0.00
C08	Dodge	2016	Sport Utility Vehicle - 2WD	WDDL75	Dodge Durango SXT, RWD, 3.6-Liter V6 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		AND, CSC, LM1						\$0.00
C09	Dodge	2016	Police Utility Vehicle - 2WD	WDDE75	Dodge Durango Special Service, RWD, 3.6-Liter V6, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		LM1, TBB, AHX						\$0.00
D01	Fiat	2016	Compact	FFFL24	500 2-Door Pop, 1.4L 16V MultiAir I4 Engine, 5-Speed Manual Transmission, Complete with all manufacturer's standard equipment		MDA, TBC, AWS						\$0.00
D02	Fiat	2016	Compact	FBFL49	500X 4-Door Pop, 1.4L MultiAir TurboCharged 4-Cylinder Engine, 6-Speed Manual Transmission, Complete with all manufacturer's standard equipment		TBC, YEP, A7XH						\$0.00
D03	Fiat	2016	Compact	BFFL44	500L 4-Door Pop, 1.4L MultiAir TurboCharged 4-Cylinder Engine, 6-Speed Manual Transmission, Complete with all manufacturer's standard equipment		YEP, TBC, A7D5						\$0.00
E01	Ford	2016	Sub-compact Sedan	P4A	Ford Fiesta S 4-door sedan, FWD, 1.6L Ti-VCTI-4 Engine, 5-speed Manual Transmission, Complete with all manufacturer's standard equipment		P4T, 44A, 59K, 59R						\$0.00
E02	Ford	2016	Compact Sedan	P3E	Ford Focus S 4-door sedan, FWD, 2.0L Ti-VCT GDI I-4 with Flex-Fuel, 5-Speed Manual Transmission, Complete with all manufacturer's standard equipment		44W, P3K, 90C, 90A						\$0.00

G07	GMC	2016	Passenger Van	TG33706	GMC Savana LS 15-passenger 155" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 9600#, Complete with all manufacturer's standard equipment.		L96, AS5, US8						\$0.00
G08	GMC	2016	Cargo Van	TG23405	GMC Savana Cargo 2500, 135" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 8600#, Complete with all manufacturer's standard equipment		L96, AS5, US8						\$0.00
G09	GMC	2016	Cargo Van	TG23705	GMC Savana Cargo 2500 Extended Van, 155" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 8600#, Complete with all manufacturer's standard equipment		L96, AS5, US8						\$0.00
G10	GMC	2016	Cargo Van	TG33405	GMC Savana Cargo 3500, 135" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 8600#, Complete with all manufacturer's standard equipment		L96, AS5, US8						\$0.00
G11	GMC	2016	Cargo Van	TG33705	GMC Savana 3500 Extended Van, 135" WB, 2WD, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 8600#, Complete with all manufacturer's standard equipment		L96, AS5, US8						\$0.00
G12	GMC	2016	Cut-a-way Van	TG33503	GMC Savana Cutaway 3500, 139" WB, 2WD, RWD, Vortec 4.8L V8, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 9900#, Complete with all manufacturer's standard equipment		L96, AS5, US8						\$0.00
G13	GMC	2016	Cut-a-way Van	TG33803	GMC Savana Cutaway 3500, 159" WB, 2WD, RWD, Vortec 4.8L V8, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 10,050#, Complete with all manufacturer's standard equipment		L96, AS5, US8						\$0.00
G14	GMC	2016	Cut-a-way Van	TG33903	GMC Savana Cutaway 3500, 177" WB, 2WD, RWD, Vortec 6.0L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 12,300#, Complete with all manufacturer's standard equipment		ZQ2, AS5, US8						\$0.00

G24	GMC	2016	2500	TC25743	GMC Sierra 2500 Crew Cab, 153.7" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic Transmission, heavy-duty, electronically controlled with overdrive and tow/haul mode, GVWR, 9500#, Complete with all manufacturer's standard equipment		AZ3, IO4, PCR							\$0.00
G25	GMC	2016	3500	TC35903	GMC Sierra 3500HD Regular Cab SRW, 133.7" WB, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode, GVWR, 10,400#, Complete with all manufacturer's standard equipment		AZ3, IO4, PCR							\$0.00
G26	GMC	2016	3500	TC35953	GMC Sierra 3500HD Double Cab SRW, 158.2" WB, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode, GVWR, 10,000#, Complete with all manufacturer's standard equipment		AZ3, IO4, PCR							\$0.00
G27	GMC	2016	3500	TC35743	GMC Sierra 3500HD Crew Cab SRW, 153.7" Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode, GVWR, 10,000#, Complete with all manufacturer's standard equipment		AZ3, IO4, PCR							\$0.00
G28	GMC	2016	3500 Chassis	TC36003	GMC Sierra 3500HD Regular Chassis Cab SRW, 137.5" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI, 6-speed Automatic Transmission, heavy-duty, electronically controlled with overdrive and tow/haul mode, GVWR, 11,100#, Complete with all manufacturer's standard equipment		ZQO, IO4, PCR							\$0.00
G29	GMC	2016	3500 Chassis	TC36043	GMC 3500HD Crew Chassis Cab SRW, 171.5" WB, Vortec 6.0L VVT V8 SFI, 6-speed Automatic Transmission, heavy-duty, electronically controlled with overdrive and tow/haul mode, GVWR, 11,200#, Complete with all manufacturer's standard equipment		ZQO, IO4, PCR							\$0.00
G30	GMC	2016	3500 Chassis	TC36403	GMC 3500HD Regular Chassis Cab SRW, 162" WB, Vortec 6.0L VVT V8 SFI, 6-speed Automatic Transmission, heavy-duty, electronically controlled with overdrive and tow/haul mode, GVWR, 11,400#, Complete with all manufacturer's standard equipment		ZQO, IO4, PCR							\$0.00

H01	Jeep	2016	Sport Utility Vehicle - 4WD	JKJL72	WRANGLER SPORT, 4X4, 3.6-Liter V6 24-Valve VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		HAA, AAJ, AHT							\$0.00
H02	Jeep	2016	Sport Utility Vehicle - 4WD	JKJM74	WRANGLER UNLIMITED SPORT 4X4, 3.6-Liter V6 24-Valve VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment		DSA, AHQ, AHT							\$0.00
H03	Jeep	2016	Sport Utility Vehicle - 2WD	MKTE74	PATRIOT 4X2, FWD, 2.0-Liter I4 DOHC 16-Valve Dual VVT Engine, 5-Speed Manual Transmission, Complete with all manufacturer's standard equipment		HAA, LMX, CSU							\$0.00
H04	Jeep	2016	Sport Utility Vehicle - 2WD	MKTE49	COMPASS 4X2, FWD, 2.0L DOHC 16V dual VVT 4-Cylinder Engine, 5-Speed Manual Transmission, Complete with all manufacturer's standard equipment		LMK, CDL, CSU							\$0.00
H05	Jeep	2016	Sport Utility Vehicle - 2WD	KLTL74	CHEROKEE 4X2, RWD, 2.4-Liter I4 MultiAir Engine, FWD, 2.4L I4 MULTIAIR ENGINE, 9-SPD 948TE FWD/AWDAUTO TRANS, Complete with all manufacturer's standard equipment		CDW, TBB, JPR							\$0.00
H06	Jeep	2016	Sport Utility Vehicle - 2WD	WKTH74	GRAND CHEROKEE 4X2, RWD, 3.6L V6 24V VVT ENGINE, 8-SPD AUTO 845RE TRANS Complete with all manufacturer's standard equipment		AHX, AEE, ALB							\$0.00
I01	Nissan	2016	Compact	11155	Versa S Sedan, 1.6L DOHC 4 Cylinder, Continuously Variable Transmission, Complete with all manufacturer's standard equipment		L92, N92, B92,							\$0.00
I02	Nissan	2016	Compact	11455	Versa Note S Sedan, 1.6L DOHC 4 Cylinder, 5-speed Manual Transmission, Complete with all manufacturer's standard equipment		L92, N92, B92,							\$0.00
I03	Nissan	2016	Compact	12015	Sentra S, 1.8L DOHC 4 Cylinder, Second-generation Xtronic Continuously Variable Transmission, Complete with all manufacturer's standard equipment		L92, H92, B92, M92							\$0.00
I04	Nissan	2016	Compact Crossover SUV	29114	Rogue Select, 2.5L DOHC 4 Cylinder, Xtronic Continuously Variable Transmission, Complete with all manufacturer's standard equipment		B92, M92							\$0.00
I05	Nissan	2016	Mid-Size	13015	Altima Sedan S, 2.5L DOHC 4 Cylinder, Continuously Variable Transmission, Complete with all manufacturer's standard equipment		S92, L92, B92, M10							\$0.00
I06	Nissan	2016	Mid-Size	13415	Altima Sedan S, 3.5L DOHC 6 Cylinder, Continuously Variable Transmission, Complete with all manufacturer's standard equipment		S92, L92, B92, M10							\$0.00
I07	Nissan	2016	Full-Size	16114	Maxima S, 3.5L DOHC 6 Cylinder, Continuously Variable Transmission with manual shift mode, Complete with all manufacturer's standard equipment		L92, B10, M10							\$0.00

I08	Nissan	2016	Electric	17015	Leaf S, 80kW AC Synchronous Motor, 24 kWh Lithium-Ion Battery, 3.6 kW onboard charger (3.3 kW output), Complete with all manufacturer's standard equipment	S92, L92, B92, M92						\$0.00
I09	Nissan	2016	Full-Size Truck	34115	Titan S King Cab, RWD, 139.8" WB, 5.6L DOHC V8, 5-speed IK automatic transmission with tow and haul mode, Complete with all manufacturer's standard equipment	L95, B93, A93						\$0.00
I10	Nissan	2016	Compact Truck	31015	Frontier S King Cab, 2.5L DOHC 4 Cylinder, 5-speed automatic transmission, Complete with all manufacturer's standard equipment	L92, A92						\$0.00
I11	Nissan	2016	SUV	24115	Xterra X 2WD, 4.0L DOHC 6 Cylinder, 5-speed automatic transmission, Complete with all manufacturer's standard equipment	L92, B92, M92, T92						\$0.00
I12	Nissan	2016	SUV	25115	Pathfinder S 2WD, 3.5L 6 Cylinder, Continuously Variable Transmission, Complete with all manufacturer's standard equipment	L92, B92, B93, B94						\$0.00
I13	Nissan	2016	SUV	26115	Armada SV, RWD, 5.6L DOHC V8, 5-speed automatic transmission with tow and haul mode, Complete with all manufacturer's standard equipment	L92, B92, M92, B93						\$0.00
I14	Nissan	2016	Mini SUV	20115	Juke S 2WD, 1.6L 4 Cylinder DIG Turbo, Continuously Variable Transmission with S-mode, Complete with all manufacturer's standard equipment	N94, L92, B92						\$0.00
I15	Nissan	2016	Compact Crossover SUV	22115	Rogue S, 2WD, 2.5L DOHC I4 Cylinder, Xtronic CVT Automatic Transmission w/ Sport mode switch, Complete with all manufacturer's standard equipment	H92, L92, B10, B93						\$0.00
I16	Nissan	2016	Mid-size Crossover SUV	23115	Murano S, 4WD, 3.5L DOHC 6 Cylinder, Xtronic Continuously Variable Transmission, Complete with all manufacturer's standard equipment	H93, L92, B10,						\$0.00
I17	Nissan	2016	Minivan	55115	Quest S RWD, 3.5L DOHC 6 Cylinder, Continuously Variable Transmission, Complete with all manufacturer's standard equipment	L92, B10, B94, M93						\$0.00
I18	Nissan	2016	Cargo	60115	NV1500 Cargo S, 4.0L DOHC 6 Cylinder, 5-speed automatic transmission, 234.1 cu.ft. Cargo Volume, Complete with all manufacturer's standard equipment	S01, L92, B92, H92						\$0.00
I19	Nissan	2016	Cargo	61115	NV2500 HD Cargo S, 4.0L DOHC 6 Cylinder, 5-speed automatic transmission, 234.1 cu.ft. Cargo Volume, Complete with all manufacturer's standard equipment	S01, L92, B92, H92						\$0.00
I20	Nissan	2016	Cargo	61715	NV3500 HD Cargo S, 5.6L DOHC 8 Cylinder, 5-speed automatic transmission, 234.1 cu.ft. Cargo Volume, Complete with all manufacturer's standard equipment	S01, L92, B92, H92						\$0.00
I21	Nissan	2016	Passenger	65115	NV3500 HD Passenger S, Seating Capacity-12, 4.0L DOHC 6 Cylinder, 5-speed automatic transmission, Complete with all manufacturer's standard equipment	L92, B92, H92						\$0.00

H-GAC 'FORM - E' - MANUFACTURER OPTION PRICING

Offeror Name:

Invitation No.:

VE11-15 - Current Model Cars, Light Trucks and Police Motorcycles

Notes:

- 1) Each bidder must supply its entire Manufacturer Option Catalog of OEM products with MSRP pricing. **The catalog must be the most current document in effect at the time of bid submittal date – specifically corresponding with 2016 model year.** Provide a descriptive name of the catalog and the effective dates of the catalog. **Price increases will not be allowed for the entire vehicle model year that the catalog is in effect.**
- 2) Indicate below the Discount Percentage being offered off the MSRP pricing for the entire OEM Pricing Catalog.
- 3) The complete OEM Catalog must be submitted in the printed "**Original**" and "**Copy**". An "**Electronic Version**" of the complete catalog must also be submitted with the bid in **PDF format**.
- 4) Show Cost Per Mile for delivery of vehicles to our members (see Question #5). If your company uses a sliding mileage scale or uses a different method for arriving at this cost, explain in detail below.

[Please answer the 5 questions below]

Question No. 1.

What is the complete name of the OEM Pricing Catalog you are submitting with your bid?

Answer:

Question No. 2.

What are the effective dates of the OEM Pricing Catalog you are submitting with your bid??

Answer:

Question No. 3.

Does the OEM Pricing Catalog show MSRP pricing?

Answer:

Question No. 4.

What is the Discount Percentage being offered off the MSRP for the entire OEM Pricing Catalog?

Answer: Discount Percentage: _____%

Question No. 5.

What is the Cost Per Mile for delivery or explain how your company arrives at a delivery cost for delivering vehicles.

Answer: Cost Per Mile \$_____ to deliver vehicles.

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__