



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

INVITATION TO SUBMIT A COMPETITIVE:	<input checked="" type="checkbox"/> BID	<input type="checkbox"/> PROPOSAL
INVITATION No.: GE02-16	ISSUE DATE: September 3, 2015	
CATEGORY: AUXILIARY POWER & BACKUP GENERATORS		

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products and services described herein. These may be purchased by any of more than 5000 local government and non-profit member organizations in 44 states. **H-GAC expects (confirmed by a response to this Invitation) for Offeror to have the capability and willingness to serve any H-GAC member, directly, or indirectly (through an arrangement with, or contractual "assignment" to, an affiliated dealer).**

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

TENTATIVE PROCUREMENT SCHEDULE AND DETAILS

PRE-PROPOSAL CONFERENCE NOTICE	July 9, 2015
PRE-PROPOSAL CONFERENCE:	August 6, 2015 @ 9:00 a.m. CT; H-GAC offices, 2nd floor
FINAL SPECIFICATION / INVITATION:	September 3, 2015
CLOSE OF OPEN BID PERIOD:	October 8, 2015 @ 1:00 p.m. CT; H-GAC clock
PUBLIC RESPONSE OPENING :	October 8, 2015 @ 2:00 p.m. CT; H-GAC clock
AWARD RECOMMENDATION(S):	December 15, 2015
TARGETED CONTRACT START DATE & TERM:	February 1, 2016
The documents comprising this Invitation are available via (appropriate boxes checked)	
<input checked="" type="checkbox"/> - E-mail <input checked="" type="checkbox"/> - Web Download @ www.hgacbuy.org	
For questions regarding this Invitation, please contact:	
Name: Neal Witty	Phone: 713.499.6693 E-mail: neal.witty@h-gac.com

CONTENTS OF THIS INVITATION

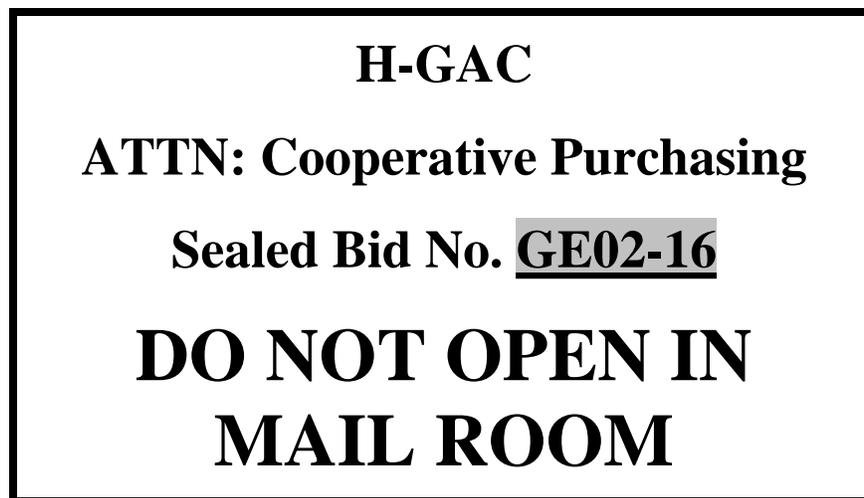
- SECTION-A:** General Terms & Conditions (Final)
- SECTION-B:** Proposal-Specific Response Requirements (Final)
- SECTION-C:** H-GAC Forms (Final)
- SECTION-D:** Pro-Forma (Sample) Contract

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

LABELING OF RESPONSE PACKAGE

IMPORTANT:

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



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

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

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

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

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



SECTION-A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. GE02-16

DESCRIPTION: Auxiliary Power & Backup Generators

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

3. NON-BINDING ORAL COMMENTS

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

4. STRUCTURE OF RESPONSE

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

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

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

B. Multiple Respondents Acting Jointly:

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

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

5. BASIC REQUIREMENTS & CONDITIONS

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

6. OFFEROR'S AUTHORIZED SIGNATORY

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

7. SURETY FOR INSURANCE

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

8. CONFIDENTIAL / PROPRIETARY MATERIALS

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

9. REFERENCES

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

10. INSURANCE

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

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

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

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

11. OFFEROR CERTIFICATIONS

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

Non-Collusive Response

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

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

Non-Biased Specifications

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

No Financial Interest or Other Conflict

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

Debarment and Suspension Status

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

Insurance Coverages

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

Licensing & Permits

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

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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

13. NON-RESIDENT RECIPROCAL SALES ACT

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

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

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

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

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.)
- 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

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

42. DRUG FREE WORKPLACE

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

43. PRODUCT NOTICES & MAILINGS

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

44. HANDLING OF ORDERS & PAYMENTS

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

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

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

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

45. PRICE CHANGES

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

46. CONTRACT ITEM CHANGES

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

<p>End of Section A GENERAL TERMS & CONDITIONS</p>
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SECTION-B
Product Specific Requirements
For
Auxiliary Power & Backup Generators

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1.0 INTRODUCTION

This Invitation to submit competitive bids serves to establish minimum parameters for stand-by and portable generators that may be purchased by local government participants in the H-GAC Cooperative Purchasing Program (HGACBuy), covering diesel, natural gas, and gasoline designs. The basic product categories covered by this Invitation are:

- A. Stand-By Generator Sets
- B. Small Portable Generators
- C. Multiple Engine, Modular Generator Sets
- D. Trailer-Mounted Generator Sets
- E. Miscellaneous

2.0 DEFINITIONS

- **Base Unit:** equipment listed on this Invitation’s Form-D, conforming to the minimum configurations set forth in this Invitation's Section-B and Form-D, from which an HGAC End User may purchase in its described configuration or build, through published and unpublished options, an alternative, final desired configuration.
- **Contractor:** H-GAC awardee under contract to sell through this program.
- **End User:** Ref. ‘End Users’.
- **GVWR:** Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.
- **H-GAC:** Houston-Galveston Area Council; a regional planning commission, which includes a cooperative purchasing program, with over 5000 local government Members, in and outside of Texas, who buy various types of equipment off pre-bid supply contracts.
- **Hp:** Horsepower (e.g. net brake crankshaft horsepower), as formally rated by a manufacturer.
- **End User:** Local government agencies (cities, counties, police and fire departments, K-12 schools, universities, and similar agencies and non-profit organizations) who are participating “End Users” in H-GAC’s Cooperative Purchasing Program, purchasing equipment and services through H-GAC from contracted manufacturers and/or distributors.

- **Modular (generator sets):** Scalable generators designed for parallel arrangement for achieving a larger combined power output at a lower cost. These modular generator sets shall be capable of operating individually or in concert with each other to meet load requirements.
- **Offeror:** Manufacturer and/or dealer(s) who responds to this Invitation with a formal bid response.
- **Product Code:** Alpha-numeric code designating the Base Unit configuration.
- **Response:** Offeror's priced bid package and other documents required in H-GAC bid Invitation.
- **Unpublished Options:** (versus Published Options -- Ref. Section-A); Options not priced in the originally submitted formal bid response. Unpublished options are restricted to 25% of the total of the Base Unit equipment and Published Options.

3.0 OPERATOR'S MANUAL

All equipment bid and sold under this contract shall be furnished with an operator's manual, the price of which shall be included in each model's Base Unit price. It shall, at a minimum, cover operation and safety practices for the equipment furnished.

4.0 WARRANTY, SERVICE, AND SERVICE CONTRACTS

Contractors shall furnish, with bid response, and with all equipment sold through this H-GAC contract, the manufacturer's generator warranty, which shall be honored by all of the manufacturer's authorized service locations, as well as a copy of the manufacturers' standard warranty on accessories.

5.0 SAFETY AND ENVIRONMENTAL REQUIREMENTS

All generators bid and sold under this Invitation and eventual contract shall conform to all applicable federal safety and emissions requirements, including the EPA Code of Federal Regulations (CFR) Title 40 iterations and amendments. Additionally, Offeror shall note in Response where applicable voluntary standards are met (U.S. Consumer Product Safety Commission (USCPSC); National Fire Protection Association (NFPA); National Electrical Manufacturers Association (NEMA); etc.). As applicable, generators bid under this Invitation shall be priced to meet required EPA tiered thresholds requirements (e.g. "Tier 4", "Tier4 Interim/4i", Tier 4 Final/4F", etc.) that pertain to the specific engines' power ranges at the time of bid submittal. **Offeror shall include separate notation in bid response verifying that the Form-D specified Tiers are priced with Offeror's submittal, and in the absence of such a Form-D designation, notation shall be included that specifies as to what Tier level the Offeror's specific models are in compliance.**

During the life of this contract, changes in a generator's price due to manufacturer changes relating to EPA emission thresholds shall not be recognized by HGAC as purchase order surcharges /escalators. Rather, such changes should be addressed through formal HGAC contract price adjustments, upon at H-GAC's approval.

6.0 PRICING AND PRODUCT CODES

- 6.1 By submission of a response, Offeror certifies its Base Units and options pricing to be as good or better as is typically extended to government agencies by Offeror.
- 6.2 Each Base Unit item covered by this Invitation has been pre-listed on Form-D and identified by a unique H- GAC alphanumeric "Product Code". Offeror's Form-E options pricing should reference these Product Codes when pricing associated options.
- 6.3 All equipment priced on Response shall be priced exclusive of freight, which will be included on purchase orders as line item add-ons, specific to each End User's unique location. Unless otherwise specified, by Offeror on Form-E, freight will be assumed by H-GAC and H-GAC End Users to be calculated per carrier invoice.
- 6.4 **H-GAC Order Processing Charge**
As described in Section-A (sub-section 22), for each purchase order processed under an awarded contract, H-GAC will directly invoice contractor a 1.5% Order Processing Charge, applicable to the price of all equipment and services that are submitted in contractor's solicitation response. Fee is calculated from awarded bid pricing before any additional discounts (if any) have been applied.

Contractors shall not invoice H-GAC End Users for these charges. It is Offeror's responsibility to take this into consideration when providing bid pricing on Form-D and Form-E and to price their bid response accordingly

7.0 MINIMUM REQUIREMENTS

- 7.1 Where a Section-A requirement differs from a requirement in this section, Offeror shall consider the Section-B requirement as superseding the Section-A.
- 7.2 All generators and options bid and sold under this Invitation and eventual contract shall be new, non-refurbished equipment. Unless shown on Form-D, or requested by an H-GAC End User, each Base Unit model shall include, and be priced consistent with, all standard manufacturer components and performance levels (engine, safety shutoff (coolant level and/or oil pressure), alternator, cooling system, fuel system, exhaust and muffler system, and control panel. et cetera). These shall be ready for turn-key operation, upon delivery (as applicable, in the case of standby units, upon any installation requirements). Each priced Base Unit generator package **shall not require any additional, compulsory equipment to render it a functioning, legally-equipped machine**, in meeting H-GAC minimums established for each base configuration. Stand-by generator sets shall be priced for the equipment alone, exclusive of installation. Where normally available, Offeror shall include pricing for installation services with their Form-E options (directly or through subcontractors). Offeror should reference Form-D for additional language regarding Base Units
- 7.3 Trailer-Mounted Sets
These shall be priced inclusive of a standard, steel constructed trailer, which shall be furnished as an integral part of the generator package priced, Trailers shall be complete, legal in End Users' venues, and functional,. At a minimum, this should include a trailer hitch (manufacture standard for each generator: in ball or Lunette eye design), front jack (bolt-on or welded), generator's standard fuel tank, steel belted highway tires, fenders, complete suspension (semi-elliptical leaf or equivalently performing suspension), self-adjusting brakes, chain with safety hooks, breakaway switch for electric brakes (enclosed with steel housing for protection), DOT compliant vehicle lighting, and manufacturer's standard paint color. Contractors are responsible for having each delivered trailer properly inspected to meet each end user's respective state and local public safety department requirements, with a 2-year safety inspection sticker affixed prior to delivery to the receiving agency, the price of which shall be included in each model's Base Unit price. Additionally, contractors shall furnish H-GAC End Users with a manufacturer's statement of origin / MSO, the price of which shall be included in each model's Base Unit price. This certificate shall show country of origin, be furnished at the time of delivery, and shall be made out in the name of the receiving agency, providing the GVWR and serial number for particular trailer.
- 7.4 Offeror shall include detailed specifications / cut / quote sheets for each Form-D Base Unit and each complete Form-E model option upgrade generator priced under this Invitation. This shall detail the components, as priced on Offeror's bid submittal.

8.0 OPTIONS

- 8.1 **For each Base Unit line item priced, Offeror shall include a complete list of manufacture options on Form-E.** Failure to include pricing on a thorough list of options and model upgrade pricing may result in Offeror's response being deemed non-compliant. Each option priced shall include a unique manufacturer option code (numeric or alpha-numeric). In the absence of a unique manufacturer option code, Offeror shall assign some type of indicant / code on Form-E for the applicable option(s) to serve as an eventual PO reference.
- 8.2 As applicable, Offeror shall include options pricing on associated services, including installation fees (e.g. for stand-by models) or extended warranties, on Form-E. Installation may be listed as an hourly fee or a cost-plus approach, but shall be described in adequate detail on Form-E.

- 8.3 As per Section-A, 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 Form-D Base Unit pricing. This includes pricing on complete model upgrades, which shall be priced as the differential over the Form-D price.
- 8.4 Unless otherwise noted on Form-E, options submitted with bid response will assumed to be inclusive of standard installation. Where not, Offeror shall note in Response and where possible, include a fee for installation.

9.0 AWARDS

For each specific line item, H-GAC will recommend awards to the lowest responsible Offeror. On line items with more than one Offeror, H-GAC will utilize a random basket of options prices, with individual line items awarded to the Offeror with the lowest combination of Form-D Base Unit prices and common Form-E options prices. In the event of a tie, H-GAC reserves the right to utilize additional factors in compiling a tie breaker, which may include an offeror's sales history with H-GAC, number and location of branches, depth and breadth of priced options, et cetera.

10.0 MANUFACTURERS

In the interest of best serving our End Users across the country, H-GAC encourages manufacturers to participate in this bid process directly or to bid jointly with one or more dealers (or, at a minimum, to encourage dealers to participate). In that regard, the following clarifications are provided for the two acceptable approaches of manufacturer-involved bid responses that are covered in Section-A.

(1) **Manufacturer-Direct:** The manufacturer is the Bidder and completes Form-A. Upon a contract award, the manufacturer will be the party responsible for accepting purchase orders and payments, for remitting H GAC Order Processing Charges, and for quarterly sales activity reporting to H-GAC. However, the manufacturer is expected to utilize dealers in handling sales quotes and product clarifications, do product make-ready / delivery, and in providing customer service.

(2) **Joint Bid:** The manufacturer and dealer(s) bid together, each party completing and signing a Form-A, which should be included in a single bid response. Upon a bid award, each will sign a separate H-GAC contract, and may handle sales, orders, service, and H-GAC reporting separately and independently. The manufacturer or contracted dealer(s) may subsequently assign their contracts to other dealers as necessary to achieve service to all HGACBuy End Users no matter their location.

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



SECTION C -- H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: GE02-16

Title: Auxiliary Power and Backup Generators

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: Base Unit Pricing
Form E:	Offered Items: Options
W-9	Reference attached form

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

ALL completed *Forms* must also be submitted electronically on CD-ROM, excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES		Invitation #:	GE02-16
Title:	Auxiliary Power and Backup Generators		
Offeror:			
<p>Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.</p> <p>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.</p> <p>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.</p> <p>-----</p> <p>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.</p> <p>-----</p> <p>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.</p> <p>-----</p>			
Accepted and Agreed By:			
Title:		Date:	
HUB Status Of Offeror			
<input type="checkbox"/> Offeror is a HUB, as detailed below.		<input type="checkbox"/> Offeror is not a HUB.	
Designation(s): <input type="checkbox"/> HUB <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input style="width: 100px;" type="text"/>			
Certifying/Listing Authority(s): <input style="width: 700px;" type="text"/>			
Subcontracts			
On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.			
<input type="checkbox"/> Subcontractor List attached.		<input type="checkbox"/> No Subcontractors will be used.	

FORM C - RESPONSE CHECKLIST		Invitationu #:	GE02-16
Title:		Auxiliary Power and Backup Generators	
Offeror:			
<p>This <i>Form</i> 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.</p>			
This Response Includes:			Offeror's Initials
1	An "Original" of all required H-GAC Forms and documents, plus one copy, each in a separate hard-sided 3-ring binder.		
2	Comprehensive list of options pricing on Form-E, including, where applicable, pricing on intangibles such as installation		
3	An electronic copy (e.g. flash drive or CD-ROM) of ALL completed H-GAC Forms and any other bid documents , with the authorizing party's signature on Form-A.		
4	Specifcation / quote sheet for each Form-D item priced.		
5	The required list of references.		
6	A complete description of Offeror's "service organization", detailing support locations, hours, personnel and parts/service availability.		
7	Complete warranty documentation for all products offered.		
8	Form CIQ, if required by law: Offeror should refer to webpage, to get instructions and download the Form: www.ethics.state.tx.us/whatsnew/conflict_forms.htm		

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
Offeror:				
<p>Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.</p>				
HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
A. Stand-By Generator Sets				
<p>All stand-by generators shall be priced as a functional machine, in complete, standard configuration (unless otherwise noted below), with alternator (standard /entry level temperature rise), control panel, cooling and exhaust systems, voltage regulator, skid base, et cetera. Additionally, unless noted otherwise, models listed on this form shall be 60 Hz, 3-phase or 1/3 phase transmission, without enclosures. Unless otherwise noted on this form, enclosures (standard, sound attenuating, walk-in, etc.), automatic transfer switches, alternative engines and alternators, single phase / higher / lower amp versions, bi-fuel and propane configurations, et cetera, shall be priced separately with Offeror's Form-E options. For stand-by generator sets listed below where enclosures are an integral, standard feature, Offeror shall price the model inclusive of the enclosure and note it in the bid response.</p>				
AA01	Caterpillar	C4.4: Diesel; Output, standby/prime: 40kW/36kW; 60HZ; Engine; Caterpillar 4.4L, 69HP		
AA02	Caterpillar	C4.4: Diesel; Output, standby/prime: 50kW/45kW; 60HZ; Engine; Caterpillar 4.4L, 86HP		
AA03	Caterpillar	C4.4: Diesel; Output, standby/prime: 60kW/55kW; 60HZ; Engine; Caterpillar 4.4L, 98HP		
AA04	Caterpillar	C4.4: Diesel; Output, standby/prime: 80kW/75kW; 60HZ; Engine; Caterpillar 4.4L, 130HP		
AA05	Caterpillar	C4.4: Diesel; Output, standby/prime: 100kW/90kW; 60HZ; Engine; Caterpillar 4.4L, 157HP		
AA06	Caterpillar	C7.1: Diesel; Output, standby/prime: 125kW/114kW; 60HZ; Engine; Caterpillar 7.1L, 229HP		
AA07	Caterpillar	C7.1: Diesel; Output, standby/prime: 150kW/135kW; 60HZ; Engine; Caterpillar 7.1L, 246HP		
AA08	Caterpillar	C7.1: Diesel; Output, standby/prime: 175kW/158kW; 60HZ; Engine; Caterpillar 7.1L, 281HP		
AA09	Caterpillar	C7.1: Diesel; Output, standby/prime: 200kW/180kW; 60HZ; Engine; Caterpillar 7.1L, 315HP		
AA10	Caterpillar	C9: Diesel; Output, standby/prime: 250kW/225kW; 60HZ; Engine; Cat 8.8L, 398HP		
AA11	Caterpillar	C9: Diesel; Output, standby/prime: 300kW/275kW; 60HZ; Engine; Cat 8.8L, 480HP		
AA12	Caterpillar	C15: Diesel; Output, standby/prime: 350kW/320kW; 60HZ; Engine; Caterpillar 15.2L, 546HP		
AA13	Caterpillar	C15: Diesel; Output, standby/prime: 400kW/365kW; 60HZ; Engine; Caterpillar 15.2L, 619HP		

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AA14	Caterpillar	C15: Diesel; Output, standby/prime: 450kW/410kW; 60HZ; Engine; Caterpillar 15.2L, 691HP	
AA15	Caterpillar	C15: Diesel; Output, standby/prime: 500kW/455kW; 60HZ; Engine; Caterpillar 15.2L, 762HP	
AA16	Caterpillar	C18: Diesel; Output, standby/prime: 550kW/500kW; 60HZ; Engine; Caterpillar 18.13L, 839HP	
AA17	Caterpillar	C18: Diesel; Output, standby/prime: 600kW/545kW; 60HZ; Engine; Caterpillar 18.13L, 900HP	
AB01	Clarke Power	30D-JSMR-NAE: Diesel; Output, standby/prime: 30kW/27kW; 60Hz, Engine, Deere 2.4L, 49Hp	
AB02	Clarke Power	50D-JUMR-NAE: Diesel; Output, standby/prime: 50kW/42kW, 60 Hz; Engine Deere 4.5L 74 Hp	
AB03	Clarke Power	65D-JUMR-NAE: Diesel; Output, standby/prime: 65kW/57kW, 60Hz, Engine Deere 4.5L, 99Hp	
AB04	Clarke Power	80D-JUMR-NAD: Diesel; Output, standby/prime: 80kW/74kW; 60Hz: Engine Deere 4.5L, 158HP	
AB05	Clarke Power	100D-JUMR-NAD: Diesel; Output, standby/prime: 100kW/93kW; 60Hz; Engine: Deere 4.5L, 158Hp	
AB06	Clarke Power	125D-JUMR-NAD: Diesel; Output, standby/prime: 125kW/112kW; 60Hz; Engine: Deere 4.5L, 197Hp	
AB07	Clarke Power	150D-JYMR-NAD: Diesel; Output, standby/prime: 150kW/134kW; 60Hz; Engine: Deere 6.8L, 237Hp	
AB08	Clarke Power	180D-JYMR-NAD: Diesel; Output, standby/prime: 180kW/157kW; 60Hz; Engine: Deere 6.8L, 315Hp	
AB09	Clarke Power	200D-JYMR-NAD: Diesel; Output, standby/prime: 200kW/175kW: 60HZ Engine: Deere 6.8L, 315Hp	
AB10	Clarke Power	230D-JWMR-NAD: Diesel; Output, standby/prime: 230kW/207kW; 60Hz; Engine: Deere 9.0L, 422Hp	
AB11	Clarke Power	250D-JWMR-NAD: Diesel; Output, standby/prime: 250kW/221kW; 60Hz; Engine Deere 9.0L, 422Hp	
AB12	Clarke Power	275D-JWMR-NAD: Diesel; Output, standby/prime: 275kW/253kW; 60Hz; Engine Deere 9.0L, 422Hp	
AB13	Clarke Power	300D-JWMR-NAD: Diesel; Output, standby/prime: 300kW/253kW; 60Hz; Engine Deere 9.0L, 463Hp	
AB14	Clarke Power	350D-JXMR-NAD: Diesel; Output, standby/prime: 350kW/310kW; 60Hz; Engine Deere 13.5L, 538Hp	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AB15	Clarke Power	400D-JXMR-NAD: Diesel; Output, standby/prime: 400kW/364kW; 60Hz; Engine Deere 13.5L, 617Hp	
AB16	Clarke Power	450D-MXMR-NAD: Diesel; Output, standby/prime: 450kW/388kW; 60Hz; Engine MTU 17.5L, 685Hp	
AB17	Clarke Power	500D-MTMR-LAC: Diesel; Output, standby/prime: 500kW/411kW; 60Hz; Engine MTU 21L, 685Hp	
AB18	Clarke Power	550D-MTMR-NAC: Diesel; Output, standby/prime: 550kW/425kW; 60Hz Engine MTU 21L, 821Hp	
AB19	Clarke Power	600D-MTMR-NAC: Diesel; Output, standby/prime: 600kW/456kW; 60Hz Engine MTU 21L, 896Hp	
AB20	Clarke Power	25G-PLMR-LEJ: Natural Gas/LP: Output, standby (NG): 25kW; 60Hz; Engine: GM 3.0L, 48 Hp	
AB21	Clarke Power	30G-PLMR-LEJ: Natural Gas/LP: Output, standby (NG): 28kW; 60Hz; Engine: GM 3.0L, 48 Hp	
AB22	Clarke Power	40G-PNMR-LEJ: Natural Gas/LP: Output, standby (NG): 40kW; 60Hz; Engine: GM 4.3L, 67 Hp	
AB23	Clarke Power	52G-PRMR-LEJ: Natural Gas/LP: Output, standby (NG): 52kW; 60Hz; Engine: GM 5.7L, 108 Hp	
AB24	Clarke Power	62G-PRMR-LEJ: Natural Gas/LP: Output, standby (NG): 60kW; 60Hz; Engine: GM 5.7L, 108 Hp	
AB25	Clarke Power	80G-PRMR-LEJ: Natural Gas: Output, standby (NG): 80kW; 60Hz; Engine: GM 5.7L, 122 Hp	
AB26	Clarke Power	96G-PRMR-LEJ: Natural Gas/LP: Output, standby (NG): 96kW; 60Hz; Engine: GM 5.7L, 155 Hp	
AB27	Clarke Power	120G-PRMR-LEJ: Natural Gas/LP: Output, standby (NG): 120kW; 60Hz; Engine: GM 5.7L, 190 Hp	
AB28	Clarke Power	150G-NPMR-LEJ: Natural Gas/LP: Output, standby (NG): 150kW; 60Hz; Engine: PSI 8.8L, 259 Hp	
AB29	Clarke Power	200G-NQMR-LEK: Natural Gas: Output, standby (NG): 200kW; 60Hz; Engine: PSI 11.1L, 302 Hp	
AB30	Clarke Power	265G-NRMR-LEK: Natural Gas: Output, standby (NG): 265kW; 60Hz; Engine: PSI 14.6L, 402 Hp	
AB31	Clarke Power	300G-NRMR-LEK: Natural Gas: Output, standby (NG): 300kW; 60Hz; Engine: PSI 14.6L, 459 Hp	
AB32	Clarke Power	350G-NSMR-LEK: Natural Gas: Output, standby (NG): 350kW; 60Hz; Engine: PSI 18.3L, 536 Hp	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AB33	Clarke Power	400G-NTMR-NEK: Natural Gas: Output, standby (NG): 400kW; 60Hz; Engine: PSI 21.9L, 612 Hp	
AB34	Clarke Power	425G-NTMR-NEK: Natural Gas: Output, standby (NG): 425kW; 60Hz; Engine: PSI 21.9L, 649 Hp	
AC01	Cummins	C10 D6: Diesel; Output, standby/prime: 10 kW/9.1 kW; 60 Hz; Engine: Kubota 1.65L, 24.3 Hp	
AC02	Cummins	C15 D6: Diesel; Output, standby/prime: 15 kW/13.6 kW; 60 Hz; Engine: Kubota 1.65L, 24.3 Hp	
AC03	Cummins	C20 D6: Diesel; Output, standby/prime: 20 kW/18.2 kW; 60 Hz; Engine: Kubota 2.2L, 32.5 Hp	
AC04	Cummins	C25 D6: Diesel; Output, standby/prime: 25 kW/22.7 kW; 60 Hz; Engine: Cummins 3.3L, 69 Hp	
AC05	Cummins	C30 D6: Diesel; Output, standby/prime: 30 kW/27 kW; 60 Hz; Engine: Cummins 3.3L, 69 Hp	
AC06	Cummins	C35 D6: Diesel; Output, standby/prime: 35 kW/32 kW; 60 Hz; Engine: Cummins 3.3L, 69 Hp	
AC07	Cummins	C40 D6: Diesel; Output, standby/prime: 40 kW/36 kW; 60 Hz; Engine: Cummins 3.3L, 69 Hp	
AC08	Cummins	DSFAC: Diesel; Output, standby/prime: 50 kW/45 kW; 60 Hz; Engine: Cummins 4.5L, 145 Hp	
AC09	Cummins	DSFAD: Diesel; Output, standby/prime: 60 kW/54 kW; 60 Hz; Engine: Cummins 4.5L, 145 Hp	
AC10	Cummins	DSFAE: Diesel; Output, standby/prime: 80 kW/72 kW; 60 Hz; Engine: Cummins 4.5L, 145 Hp	
AC11	Cummins	DSGAA: Diesel; Output, standby/prime: 100 kW/90 kW; 60 Hz; Engine: Cummins 6.69L, 324 Hp	
AC12	Cummins	DSGAB: Diesel; Output, standby/prime: 125 kW/113 kW; 60 Hz; Engine: Cummins 6.69L, 324 Hp	
AC13	Cummins	DSGAC: Diesel; Output, standby/prime: 150 kW/135 kW; 60 Hz; Engine: Cummins 6.69L, 324 Hp	
AC14	Cummins	DSGAD: Diesel; Output, standby/prime: 175 kW/160 kW; 60 Hz; Engine: Cummins 6.69L, 324 Hp	
AC15	Cummins	DSGAE: Diesel; Output, standby/prime: 200 kW/180 kW; 60 Hz; Engine: Cummins 6.69L, 324 Hp	
AC16	Cummins	DSHAD: Diesel; Output, standby/prime: 230 kW/209 kW; 60 Hz; Engine: Cummins 8.9L, 364 Hp	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AC17	Cummins	DQDAA: Diesel; Output, standby/prime: 250 kW/225 kW; 60 Hz; Engine: Cummins 8.9L, 464 Hp	
AC18	Cummins	DQDAB: Diesel; Output, standby/prime: 275 kW/250 kW; 60 Hz; Engine: Cummins 8.9L, 464 Hp	
AC19	Cummins	DQDAC: Diesel; Output, standby/prime: 300 kW/270 kW; 60 Hz; Engine: Cummins 8.9L, 464 Hp	
AC20	Cummins	DFEJ: Diesel; Output, standby/prime: 450 kW/410 kW; 60 Hz; Engine: Cummins 14.9L, 755 Hp	
AC21	Cummins	DFEK: Diesel; Output, standby/prime: 500 kW/455 kW; 60 Hz; Engine: Cummins 14.9L, 755 Hp	
AC22	Cummins	DQCA: Diesel; Output, standby/prime: 600 kW/545 kW; 60 Hz; Engine: Cummins 23.1L, 1220 Hp	
AC23	Cummins	DQCA: Diesel; Output, standby/prime: 650 kW/545 kW; 60 Hz; Engine: Cummins 19L, 967 Hp	
AC24	Cummins	DQCB: Diesel; Output, standby/prime: 750 kW/680 kW; 60 Hz; Engine: Cummins 23.1L, 1220 Hp	
AC25	Cummins	DQCC: Diesel; Output, standby/prime: 800 kW/725 kW; 60 Hz; Engine: Cummins 23.1L, 1200 Hp	
AC26	Cummins	DQFAC: Diesel; Output, standby/prime: 900 kW/818 kW; 60 Hz; Engine: Cummins 30.5L, 1490 Hp	
AC27	Cummins	DQFAD: Diesel; Output, standby/prime: 1000 kW/900 kW; 60 Hz; Engine: Cummins 30.5L, 1490 Hp	
AC28	Cummins	DQGAA: Diesel; Output, standby/prime: 1250 kW/1100 kW; 60 Hz; Engine: Cummins 50.3L, 2220 Hp	
AC29	Cummins	DQGAB: Diesel; Output, standby/prime: 1500 kW/1350 kW; 60 Hz; Engine: Cummins 50.3L, 2220 Hp	
AC30	Cummins	DQKAA: Diesel; Output, standby/prime: 1750 kW/1600 kW; 60 Hz; Engine: Cummins 60.2L, 2922 Hp	
AC31	Cummins	DQKAB: Diesel; Output, standby/prime: 2000 kW/1825 kW; 60 Hz; Engine: Cummins 60.2L, 2922 Hp	
AC32	Cummins	DQKAM: Diesel; Output, standby: 2250 kW; 60 Hz; Engine: Cummins 60.2L, 3280 Hp	
AC33	Cummins	DQLC: Diesel; Output, standby/prime: 2500 kW/2335 kW; 60 Hz; Engine: Cummins 77.6L, 3636 Hp	
AC34	Cummins	DQLF: Diesel; Output, standby/prime: 2750 kW/2500 kW; 60 Hz; Engine: Cummins 77.6L, 4060 Hp	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AC35	Cummins	C3000 D6e: Diesel; Output, standby/prime: 3000 kW/2750 kW; 60 Hz; Engine: Cummins 95.3L, 4351 Hp	
AC36	Cummins	C3250 D6e: Diesel; Output, standby/prime: 3250 kW/3000 kW; 60 Hz; Engine: Cummins 95.3L, 4701 Hp	
AC37	Cummins	C3500 D6e: Diesel; Output, standby/prime: 3500 kW/3250 kW; 60 Hz; Engine: Cummins 95.3L, 5051 Hp	
AC38	Cummins	C20 N6 Natural gas; Output, standby 20 kW; 60 Hz; Engine: Cummins 2.4L, 40 Hp	
AC39	Cummins	C25 N6 Natural gas; Output, standby 25 kW; 60 Hz; Engine: Cummins 2.4L, 40.6 Hp	
AC40	Cummins	C30 N6 Natural gas; Output, standby 30 kW; 60 Hz; Engine: Cummins 2.4L 49.5 Hp	
AC41	Cummins	C36 N6 Natural gas; Output, standby 36 kW; 60 Hz; Engine: Cummins 2.4L, 70 Hp	
AC42	Cummins	C40 N6 Natural gas; Output, standby 40 kW; 60 Hz; Engine: Cummins 2.4L, 70 Hp	
AC43	Cummins	C45 N6 Natural gas; Output, standby 45 kW; 60 Hz; Engine: Cummins 2.4L, 87.5 Hp	
AC44	Cummins	C50 N6 Natural gas; Output, standby 50 kW; 60 Hz; Engine: Cummins 2.4L, 87.5 Hp	
AC45	Cummins	C60 N6 Natural gas; Output, standby 60 kW; 60 Hz; Engine: Cummins 2.4L 103 Hp	
AC46	Cummins	GGHF: Natural gas; Output, standby 70 kW; 60 Hz; Engine: Ford 6.8L, 112 Hp	
AC47	Cummins	GGHG: Natural gas; Output, standby 85 kW; 60 Hz; Engine: Ford 6.8L, 176 Hp	
AC48	Cummins	GGHH: Natural gas; Output, standby 100 kW; 60 Hz; Engine: Ford 6.8L, 176 Hp	
AC49	Cummins	GGHJ: Natural gas; Output, standby 125 kW; 60 Hz; Engine: Ford 8.8L, 198 Hp	
AC50	Cummins	GFPA: Natural gas; Output, standby 150 kW; 60 Hz; Engine: Ford 8.8L, 225 Hp	
AC51	Cummins	GFPC: Natural gas; Output, standby 200 kW; 60 Hz; Engine: PSI 11.1L, 302 Hp	
AC52	Cummins	GFBC: Natural gas; Output, standby 250 kW; 60 Hz; Engine: Cummins 14L, 383 Hp	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AC53	Cummins	GFEA: Natural gas; Output, standby 350 kW; 60 Hz; Engine: Cummins GTA 19L, 530 Hp	
AC54	Cummins	GFGA: Natural gas; Output, standby 450 kW; 60 Hz; Engine: Cummins GTA 28L, 701 Hp	
AC55	Cummins	GFJB: Natural gas; Output, standby 500 kW; 60 Hz; Engine: Cummins GTA 37.7L, 803 Hp	
AC56	Cummins	GFJC: Natural gas; Output, standby 550 kW; 60 Hz; Engine: Cummins GTA 37.7L, 850 Hp	
AC57	Cummins	GFLA: Natural gas; Output, standby 600 kW; 60 Hz; Engine: Cummins GTA 50.3L, 950 Hp	
AC58	Cummins	GFLB: Natural gas; Output, standby 650 kW; 60 Hz; Engine: Cummins GTA 50.3L, 1035 Hp	
AC59	Cummins	GFLC: Natural gas; Output, standby 725 kW; 60 Hz; Engine: Cummins GTA 50.3L, 1098 Hp	
AD01	Generac	SD010: Diesel; Output, standby: 10 kW; 60 Hz; Engine: Generac 2.4L, 49 Hp; inclusive of a standard enclosure	
AD02	Generac	SD015: Diesel; Output, standby: 15 kW; 60 Hz; Engine: Generac 2.4L, 49 Hp; inclusive of a standard enclosure	
AD03	Generac	SD020: Diesel; Output, standby: 20 kW; 60 Hz; Engine: Generac 2.4L, 49 Hp; inclusive of a standard enclosure	
AD04	Generac	SD025: Diesel; Output, standby/prime: 25 kW/22 kW; 60 Hz; Engine: Generac 2.4L, 49 Hp; inclusive of a standard enclosure	
AD05	Generac	SD030: Diesel; Output, standby/prime: 30 kW/24 kW; 60 Hz; Engine: Generac 2.4L, 49 Hp; inclusive of a standard enclosure	
AD06	Generac	SD035: Diesel; Output, standby/prime: 35 kW/30 kW; 60 Hz; Engine: Generac 3.4L, 56 Hp; inclusive of standard enclosure	
AD07	Generac	SD040: Diesel; Output, standby/prime: 40 kW/35 kW; 60 Hz; Engine: Generac 3.4L, 65 Hp; inclusive of standard enclosure	
AD08	Generac	SD050: Diesel; Output, standby/prime: 50 kW/44 kW; 60 Hz; Engine: Generac 3.4L, 86 Hp; inclusive of standard enclosure	
AD09	Generac	SD060: Diesel; Output, standby/prime: 60 kW/54 kW; 60 Hz; Engine: Iveco/FPT 4.5L, 93 Hp; inclusive of standard enclosure	
AD10	Generac	SD080: Diesel; Output, standby/prime: 80 kW/72 kW; 60 Hz; Engine: Iveco/FPT 4.5L, 131 Hp; inclusive of standard enclosure	
AD11	Generac	SD100: Diesel; Output, standby/prime: 100 kW/80 kW; 60 Hz; Engine: Iveco 6.7L, 152 Hp; inclusive of standard enclosure	

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
Offeror:				
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
AD12	Generac	SD130: Diesel; Output, standby/prime: 130 kW/117 kW; 60 Hz; Engine: Iveco 6.7L, 198 Hp; inclusive of standard enclosure		
AD13	Generac	SD150: Diesel; Output, standby/prime: 150 kW/135 kW; 60 Hz; Engine: Iveco/FPT 6.7L, 240 Hp; inclusive of standard enclosure		
AD14	Generac	SD175: Diesel; Output, standby/prime: 175 kW/158 kW; 60 Hz; Engine: Iveco/FPT 6.7L, 279 Hp; inclusive of standard enclosure		
AD15	Generac	SD200: Diesel; Output, standby/prime: 200 kW/180 kW; 60 Hz; Engine: Iveco/FPT 8.7L, 320 Hp; inclusive of standard enclosure		
AD16	Generac	SD230: Diesel; Output, standby/prime: 230 kW/207 kW; 60 Hz; Engine: Iveco/FPT 8.7L, 359 Hp; inclusive of standard enclosure		
AD17	Generac	SD250: Diesel; Output, standby/prime: 250 kW/225 kW; 60 Hz; Engine: Iveco/FPT 8.7L, 389 Hp; inclusive of standard enclosure		
AD18	Generac	SD275: Diesel; Output, standby/prime: 275 kW/248 kW; 60 Hz; Engine: Iveco/FPT 10.3L, 449 Hp; inclusive of standard enclosure		
AD19	Generac	SD300: Diesel; Output, standby/prime: 300 kW/270 kW; 60 Hz; Engine: Iveco/FPT 10.3L, 480 Hp; inclusive of standard enclosure		
AD20	Generac	SD350: Diesel; Output, standby/prime: 350 kW/315 kW; 60 Hz; Engine: Iveco/FPT 12.9L, 530 Hp; inclusive of standard enclosure		
AD21	Generac	SD400: Diesel; Output, standby/prime: 400 kW/360 kW; 60 Hz; Engine: Perkins 12.5L, 619 Hp; inclusive of standard enclosure		
AD22	Generac	SD500: Diesel; Output, standby/prime: 500 kW/450 kW; 60 Hz; Engine: Perkins 15.2L, 762 Hp; inclusive of standard enclosure		
AD23	Generac	SD600: Diesel; Output, standby/prime: 600 kW/547 kW; 60 Hz; Engine: Perkins 18.1L, 909 Hp; inclusive of standard enclosure		
AD24	Generac	SD750: Diesel; Output, standby; 750 kW; 60 Hz; Engine: Mitsubishi 33.9L 1207 Hp; inclusive of standard enclosure		
AD25	Generac	SD800: Diesel; Output, standby; 800 kW; 60 Hz; Engine: Mitsubishi 33.9L 1207 Hp; inclusive of standard enclosure		
AD26	Generac	SD900: Diesel; Output, standby; 900 kW; 60 Hz; Engine: Mitsubishi 37.1L 1528 Hp; inclusive of standard enclosure		
AD27	Generac	SD1000: Diesel; Output, standby; 1000 kW; 60 Hz; Engine: Mitsubishi 37.1L 1528 Hp; inclusive of standard enclosure		
AD28	Generac	SD1250: Diesel; Output, standby; 1250 KW; 60 Hz; Engine: Mitsubishi 49.0L 1881 Hp; inclusive of standard enclosure		
AD29	Generac	SD1500: Diesel; Output, standby; 1500 kW; 60 Hz; Engine: Mitsubishi 65.4L 2346 Hp; inclusive of standard enclosure		

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AD30	Generac	SD2000: Diesel; Output, standby; 2000 kW; 60 Hz; Engine: Mitsubishi 65.4L 2923 Hp; inclusive of standard enclosure	
AD31	Generac	RD015: Diesel: Residential / Light Commerical: Output, standby 15 kW; 60 Hz; Engine: Generac 2.2L; inclusive of standard enclosure	
AD32	Generac	RD020: Diesel: Residential / Light Commerical: Output, standby 20 kW; 60 Hz; Engine: Generac 2.2L; inclusive of standard enclosure	
AD33	Generac	RD030: Diesel: Residential / Light Commerical: Output, standby 30 kW; 60 Hz; Engine: Generac 2.4L; inclusive of standard enclosure	
AD34	Generac	RD048: Diesel: Residential / Light Commerical: Output, standby 48 kW; 60 Hz; Engine: Generac 3.4L; inclusive of standard enclosure	
AD35	Generac	RD050: Diesel: Residential / Light Commerical: Output, standby 50 kW; 60 Hz; Engine: Generac 3.4L; inclusive of standard enclosure	
AD36	Generac	QT022: Natural gas; Residential / light commercial grade; Output, standby: 22 kW; 60 Hz; Engine: Generac 2.4L, 40 Hp; inclusive of standard enclosure	
AD37	Generac	QT025: Natural gas; Residential / light commercial grade; Output, standby: 25 kW; 60 Hz; Engine: Generac 1.5L, 45 Hp; inclusive of standard enclosure	
AD38	Generac	QT027: Natural gas; Residential / light commercial; Output, standby: 27 kW; 60 Hz; Engine: Generac 2.4L, 40 Hp; inclusive of standard enclosure	
AD39	Generac	QT030: Natural gas; Residential / light commercial; Output, standby: 30 kW; 60 Hz; Engine: Generac 1.5L, 48 Hp; inclusive of standard enclosure	
AD40	Generac	QT036: Natural gas; Residential / light commercial grade; Output, standby: 36 kW; 60 Hz; Engine: Generac 2.4L, 56 Hp; inclusive of standard enclosure	
AD41	Generac	QT045: Natural gas; Residential / light commercial grade; Output, standby: 45 kW; 60 Hz; Engine: Generac 2.4L, 71 Hp; inclusive of standard enclosure	
AD42	Generac	QT048: Natural gas; Residential / light commercial grade; Output, standby: 48 kW; 60 Hz; Engine: Generac 4.2L, 75 Hp; inclusive of standard enclosure	

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
Offeror:				
<p>Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.</p>				
HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
AD43	Generac	QT060: Natural gas; Residential / light commercial; Output, standby: 60 kW; 60 Hz; Engine: Generac 2.4L, 94 Hp; inclusive of standard enclosure		
AD44	Generac	QT070: Natural gas; Residential / light commercial; Output, standby: 70 kW; 60 Hz; Engine: Generac 6.8L, 110 Hp; inclusive of standard enclosure		
AD45	Generac	QT080: Natural gas; Residential / light commercial; Output, standby: 80 kW; 60 Hz; Engine: Generac 4.6L, 126 Hp; inclusive of standard enclosure		
AD46	Generac	QT100: Natural gas; Residential / light commercial; Output, standby: 100 kW; 60 Hz; Engine: Generac 6.8L, 162 Hp; inclusive of standard enclosure		
AD47	Generac	QT130: Natural gas; Residential / light commercial; Output, standby: 130 kW; 60 Hz; Engine: Generac 6.8L, 208 Hp; inclusive of standard enclosure		
AD48	Generac	QT150: Natural gas; Residential / light commercial; Output, standby: 150 kW; 60 Hz; Engine: Generac 6.8L, 254 Hp; inclusive of standard enclosure		
AD49	Generac	QT025A: Natural gas; Industrial grade; Output, standby: 25 kW; 60 Hz; Engine: Generac 2.4L, 40 Hp; inclusive of standard enclosure		
AD50	Generac	SG035: Natural gas; Industrial grade; Output, standby: 35 kW; 60 Hz; Engine: Generac 5.4L, 54 Hp; inclusive of standard enclosure		
AD51	Generac	SG040: Natural gas; Industrial grade; Output, standby: 40 kW; 60 Hz; Engine: Generac 5.4L, 62 Hp; inclusive of standard enclosure		
AD52	Generac	SG045: Natural gas; Industrial grade; Output, standby: 45 kW; 60 Hz; Engine: Generac 5.4L, 71 Hp; inclusive of standard enclosure		
AD53	Generac	SG050: Natural gas; Industrial grade; Output, standby: 50 kW; 60 Hz; Engine: Generac 6.8L 80 Hp; inclusive of standard enclosure		
AD54	Generac	SG060: Natural gas; Industrial grade; Output, standby: 60 kW; 60 Hz; Engine: Generac 6.8L 96 Hp; inclusive of standard enclosure		
AD55	Generac	SG070: Natural gas; Industrial grade; Output, standby: 70 kW; 60 Hz; Engine: Generac 6.8L, 107 Hp; inclusive of standard enclosure		
AD56	Generac	SG080: Natural gas; Industrial grade; Output, standby: 80 kW; 60 Hz; Engine: Generac 8.0L, 127 Hp; inclusive of standard enclosure		
AD57	Generac	SG100: Natural gas; Industrial grade; Output, standby: 100 kW; 60 Hz; Engine: Generac 9.0L, 149 Hp; inclusive of standard enclosure		

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
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<p>Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.</p>				
HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
AD58	Generac	SG130: Natural gas; Industrial grade; Output, standby: 130 kW; 60 Hz; Engine: Generac 9.0L, 200 Hp; inclusive of standard enclosure		
AD59	Generac	SG150: Natural gas; Industrial grade; Output, standby: 150 kW; 60 Hz; Engine: Generac 14.2L, 238 Hp; inclusive of standard enclosure		
AD60	Generac	SG175: Natural gas; Industrial grade; Output, standby: 175 kW; 60 Hz; Engine: Generac 14.2L, 267 Hp; inclusive of standard enclosure		
AD61	Generac	SG200: Natural gas; Industrial grade; Output, standby: 200 kW; 60 Hz; Engine: Generac 14.2L, 304 Hp; inclusive of standard enclosure		
AD62	Generac	SG230: Natural gas; Industrial grade; Output, standby: 230 kW; 60 Hz; Engine: Generac 14.2L, 368 Hp; inclusive of standard enclosure		
AD63	Generac	SG250: Natural gas; Industrial grade; Output, standby: 250 kW; 60 Hz; Engine: Generac 14.2L, 374 Hp; inclusive of standard enclosure		
AD64	Generac	SG275: Natural gas; Industrial grade; Output, standby: 275 kW; 60 Hz; Engine: Generac 14.2L, 415 Hp; inclusive of standard enclosure		
AD65	Generac	SG300: Natural gas; Industrial grade; Output, standby: 300 kW; 60 Hz; Engine: Generac 14.2L, 460 Hp; inclusive of standard enclosure		
AD66	Generac	SG350: Natural gas; Industrial grade; Output, standby: 350 kW; 60 Hz; Engine: Generac 21.9L, 620 Hp; inclusive of standard enclosure		
AD67	Generac	SG400: Natural gas; Industrial grade; Output, standby: 400 kW; 60 Hz; Engine: Generac 21.9L, 636 Hp, inclusive of standard enclosure		
AE01	Kohler	10REOZDC: Diesel; Output, standby/prime: 10 kW/9 kW; 60 Hz; Engine: Yanmar 1.3L, 18.5 Hp		
AE02	Kohler	15REOZDC: Diesel; Output, standby/prime: 15 kW/13.5 kW; 60 Hz; Engine: Yanmar 1.4L, 25 Hp		
AE03	Kohler	15REOZK: Diesel; Output, standby/prime: 17 kW/15 kW; 60 Hz; Engine: Kohler 1.9 L, 28 Hp		
AE04	Kohler	20REOZK: Diesel; Output, standby/prime: 24 kW/21 kW; 60 Hz; Engine: Kohler 2.5L, 39 Hp		
AE05	Kohler	30REOZK: Diesel; Output, standby/prime: 31 kW/28 kW; 60 Hz; Engine: Kohler 2.5L, 48 Hp		
AE06	Kohler	40REOZJC: Diesel; Output, standby/prime: 40 kW/ 38 kW; 60 Hz; Engine: Deere 2.4L, 80 Hp		
AE07	Kohler	50REOZJD: Diesel; Output, standby/prime: 51 kW/47 kW; 60 Hz; Engine: Deere 2.4L, 80 Hp		
AE08	Kohler	60REOZJD: Diesel; Output, standby/prime: 62 kW/56 kW; 60 Hz; Engine: Deere 3.0L, 96 Hp		

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AE09	Kohler	80REOZJF: Diesel; Output, standby/prime: 83 kW/76 kW; 60 Hz; Engine: Deere 4.5L, 133 Hp	
AE10	Kohler	100REOZJF: Diesel; Output, standby/prime: 102 kW/92 kW; 60 Hz; Engine: Deere 4.5L, 158 Hp	
AE11	Kohler	125REOZJG: Diesel; Output, standby/prime: 128 kW/116 kW; 60 Hz; Engine: Deere 4.5L, 197 Hp	
AE12	Kohler	150REOZJF: Diesel; Output, standby/prime: 154 kW/140 kW; 60 Hz; Engine: Deere 6.8L, 237 Hp	
AE13	Kohler	180REOZJF: Diesel; Output, standby/prime: 180 kW/169 kW; 60 Hz; Engine: Deere 6.8L, 315 Hp	
AE14	Kohler	200REOZJF: Diesel; Output, standby/prime: 200 kW/180 kW; 60 Hz; Engine: Deere 6.8L, 315 Hp	
AE15	Kohler	230REOZJE: Diesel; Output, standby/prime: 230 kW/205 kW; 60 Hz; Engine: Deere 9.0L, 346 Hp	
AE16	Kohler	250REOZJE: Diesel; Output, standby/prime: 255 kW/230 kW; 60 Hz; Engine: Deere 9.0L, 385 Hp	
AE17	Kohler	275REOZJE: Diesel; Output, standby/prime: 280 kW/255 kW; 60 Hz; Engine: Deere 9.0L, 422 Hp	
AE18	Kohler	300REOZJ: Diesel; Output, standby: 300kw; 60Hz; Engine Deere 9.0L, 463 Hp	
AE19	Kohler	350REOZJB: Diesel: Output, standby: 360kw, 60Hz, Engine Deere 13.5L, 538 Hp	
AE20	Kohler	400REOZJB: Diesel; Output, standby: 410kw, 60Hz, Engine: Deere 13.5L, 617 Hp	
AE21	Kohler	500REOZJB: Diesel; Output, stanby 510 kW, 60Hz, Engine: Deere 13.5L, 755 HP	
AE22	Kohler	500REOZVC: Diesel; Output, standby/prime: 515 kW/460 kW; 60 Hz; Engine: Volvo 16.1L, 757 Hp	
AE23	Kohler	550REOZVB: Diesel; Output, standby/prime: 550 kW/500 kW; 60 Hz; Engine: Volvo 16.1L, 810 Hp	
AE24	Kohler	600REOZVB: Diesel; Output, standby/prime: 600 kW/555 kW; 60 Hz; Engine: Volvo 16.12 L, 903 Hp	
AE25	Kohler	700REOZDE: Diesel; Output, standby/prime: 700 kW/635 kW; 60 Hz; Engine: Detroit Diesel 23.9L, 1046 Hp	
AE26	Kohler	750REOZMD: Diesel; Output, standby/prime: 760 kW/690 kW; 60 Hz; Engine: Mitsubishi 33.9L, 1207 Hp	

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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AE27	Kohler	800REOZMD: Diesel; Output, standby/prime: 810 kW/730 kW; 60 Hz; Engine: Mitsubishi 33.9L, 1207 Hp	
AE28	Kohler	800REOZDE: Diesel; Output, standby/prime: 800 kW/725 kW; 60 Hz; Engine: Detroit Diesel 23.9L, 1194 Hp	
AE29	Kohler	900REOZMD: Diesel; Outupt, standby/prime 920 kW/860 kW; 60 Hz; Engine: Mitsubishi 37.1 L, 1528 HP	
AE30	Kohler	900REOZDE: Diesel; Output, standby/prime: 910 kW/830 kW; 60 Hz; Engine: Detroit Diesel 31.8L, 1354 Hp	
AE31	Kohler	1000REOZMD: Diesel; Outupt, standby/prime 1020 kW/925 kW; 60 Hz; Engine: Mitsubishi 37.1 L, 1528 HP	
AE32	Kohler	1000REOZDE: Diesel; Output, standby/prime: 1000 kW/910 kW; 60 Hz; Engine: Detroit Diesel 31.8L, 1495 Hp	
AE33	Kohler	1250REOZMD: Diesel; Output, standby/prime: 1280 kW/1160 kW; 60 Hz; Engine: Mitsubishi 49L, 1881 Hp	
AE34	Kohler	1500REOZDD: Diesel; Output, standby/prime: 1560 kW/1400 kW; 60 Hz; Engine: Detroit Diesel 57.2L, 2328 Hp	
AE35	Kohler	1600REOZMD: Diesel; Output, standby/prime: 1600 kW/1450 kW; 60 Hz; Engine: Mitsubishi 65.4L, 2346 Hp	
AE36	Kohler	1750REOZMD: Diesel; Output, standby/prime: 1780 kW/1650 kW; 60 Hz; Engine: Mitsubishi 65.4L, 2923 Hp	
AE37	Kohler	2000REOZMD: Diesel; Output, standby/prime: 2000 kW/1820 kW; 60 Hz; Engine: Mitsubishi 65.4L, 2923 Hp	
AE38	Kohler	2250REOZDD: Diesel; Output, standby/prime: 2250 kW/2050 kW; 60 Hz; Engine: Detroit Diesel 76.2L, 3353 Hp	
AE39	Kohler	2500REOZDC: Diesel; Output, standby: 2500 kW 60 Hz; Engine: Detroit Diesel 76.3L, 3675 Hp	
AE40	Kohler	2800REOZDB: Diesel; Output, standby/prime: 2800 kW/2540 kW; 60 Hz; Engine: Detroit Diesel 95.4L, 4035 Hp	
AE41	Kohler	3000REOZD: Diesel; Output, standby/prime: 3000 kW/2800 kW; 60 Hz; Engine: Detroit Diesel 95.4L, 4680 Hp	
AE42	Kohler	3250REOZD: Diesel; Output, standby/prime: 3250 kW/2800 kW; 60 Hz; Engine: Detroit Diesel 95.4L, 4680 Hp	
AE43	Kohler	25REZG: Natural gas; Output, standby/prime: 25 kW/23 kW; 60 Hz; Engine: GM 3.0L, 44 Hp	
AE44	Kohler	30REZG: Natural gas; Output, standby/prime: 30 kW/27 kW; 60 Hz; Engine: GM 3.0L, 49 Hp	

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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
AE45	Kohler	40REZG: Natural gas; Output, standby/prime: 40 kW/35 kW; 60 Hz; Engine: GM 4.3L, 75 Hp	
AE46	Kohler	45REZG: Natural gas; Output, standby: 45 kW; 60 Hz; Engine: GM 4.3L, 70 Hp	
AE47	Kohler	50REZGB: Natural gas; Output, standby: 52 kW; 60 Hz; Engine: GM 5.0L, 89 Hp	
AE48	Kohler	60REZGB: Natural gas; Output, standby: 64 kW; 60 Hz; Engine: GM 5.7L, 105 Hp	
AE49	Kohler	80REZGD: Natural gas; Output, standby/prime: 81 kW/75 kW; 60 Hz; Engine: GM 5.7L, 133 Hp	
AE50	Kohler	100REZGD: Natural gas; Output, standby/prime: 100 kW/94 kW; 60 Hz; Engine: GM 5.7L, 162 Hp	
AE51	Kohler	125REZGC: Natural gas; Output, standby/prime: 130 kW/115 kW; 60 Hz; Engine: PSI 8.8L, 190 Hp	
AE52	Kohler	150REZGC: Natural gas; Output, standby: 150 kW; 60 Hz; Engine: PSI 8.8L, 259 Hp	
AE53	Kohler	20RESC (Residential/Light Commercial Series); multi fuel, LPG / Natural Gas; Output, standby 17 kW; 60 HZ (2G7 alternator); Engine: Kohler CH1000	
AE54	Kohler	24RCL (Residential/Light Commercial Series); multi fuel, LPG / Natural Gas; Output, standby 21 kW; 60 HZ (4E5.0 alternator); Engine: Kohler KG2204	
AE55	Kohler	38RCL (Residential/Light Commercial Series); multi fuel, LPG / Natural Gas; Output, standby 38 kW; 60 HZ (4Q5 alternator); Engine: GM Vortec 4.3L	
AE56	Kohler	48RCL (Residential/Light Commercial Series); multi fuel, LPG / Natural Gas; Output, standby 48 kW; 60 HZ (4Q7BX alternator); Engine: GM Vortec 5.0L	
AE57	Kohler	60RCL (Residential/Light Commercial Series); multi fuel, LPG / Natural Gas; Output, standby 57 kW; 60 HZ (4Q10X alternator); Engine: GM Vortec 5.7L	
AE58	Kohler	6VSG: DC (battery charging applications): multi fuel, LPG / Natural Gas; Output, 27 VDC @ 222 amps (6 kW); Engine: Kohler CH740	
AF01	Kubota	GL7000 (low profile series): Diesel; Output, standby/prime: 7 kW/6.5 kW; 60 Hz; Engine: Kubota 0.047L / 47 cc, 10 Hp	

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
Offeror:				
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
AF02	Kubota	GL7000-TM (low profile series): Diesel; Output, standby/prime: 7 kW/6.5 kW; 60 Hz; Engine: Kubota 0.047L / 47 cc, 10 Hp; inclusive of terminal lugs for hardwiring outputs		
AF03	Kubota	GL11000 (low profile series): Diesel; Output, standby/prime: 11 kW/10 kW; 60 Hz; Engine: Kubota 0.71L / 71 cc, 16 Hp		
AF04	Kubota	GL11000-TM (low profile series): Diesel; Output, standby/prime: 11 kW/10 kW; 60 Hz; Engine: Kubota 0.71L / 71 cc, 16 Hp; inclusive of terminal lugs for hardwiring outputs		
AG01	MTU	S-Series: DS30D6S: Diesel; Output, standby: 30 kW; 60 Hz; Engine: Deere 2.4L, 49 Hp		
AG02	MTU	MTU 3R0096 DS30: Diesel; Output, standby/prime: 30 kW/27KW; 60 Hz; Engine: Deere 2.9L, 47 Hp		
AG03	MTU	MTU 4R0113 DS35: Diesel; Output, standby/prime: 35 kW/35KW; 60 Hz; Engine: Deere 4.5L, 85 Hp		
AG04	MTU	MTU 4R0113 DS40: Diesel; Output, standby/prime: 40 kW/40KW; 60 Hz; Engine: Deere 4.5L, 85 Hp		
AG05	MTU	MTU 4R0113 DS50: Diesel; Output, standby/prime: 50 kW/45KW; 60 Hz; Engine: Deere 4.5L, 85 Hp		
AG06	MTU	MTU 4R0113 DS60 Diesel; Output, standby/prime: 60 kW/55KW; 60 Hz; Engine: Deere 4.5L, 99 Hp		
AG07	MTU	MTU 4R0113 DS80: Diesel; Output, standby/prime: 80 kW/80KW; 60 Hz; Engine: Deere 4.5L, 158 Hp		
AG08	MTU	MTU 4R0113 DS100: Diesel; Output, standby/prime: 100 kW/90KW; 60 Hz; Engine: Deere 4.5L, 158 Hp		
AG09	MTU	MTU 4R0113 DS125 Diesel; Output, standby:/prime 125 KW/111KW; 60 Hz; Engine: Deere 4.5L, 197 Hp		
AG10	MTU	MTU 6R0113 DS150: Diesel; Output, standby/prime: 150 KW/135KW; 60 Hz; Engine: Deere 6.8L, 237 Hp		
AG11	MTU	MTU 6R0113 DS180: Diesel; Output, standby/standby: 180 kW/180KW; 60 Hz; Engine: Deere 6.8L, 315 Hp		
AG12	MTU	MTU6R0113 DS200: Diesel; Output, standby: 200 kW; 60 Hz; Engine: Deere 6.8L, 315 Hp		
AG13	MTU	MTU 6R1600 DS230: Diesel; Output, standby/prime: 230 kW/210KW; 60 Hz; Engine: MTU Detroit Diesel 10.5L, 418 Hp		
AG14	MTU	MTU 6R1600 DS250: Diesel; Output, standby/prime: 250 kW/230KW; 60 Hz; Engine: MTU Detroit Diesel 10.5L, 418 Hp		

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
Offeror:				
<p>Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.</p>				
HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
AG15	MTU	MTU 6R1600 DS275: Diesel; Output, standby/prime: 275 kW/250KW; 60 Hz; Engine: MTU Detroit Diesel 10.5L, 418 Hp		
AG16	MTU	MTU 6R1600 DS300: Diesel; Output, standby/prime: 300 kW/275KW; 60 Hz; Engine: MTU Detroit Diesel 10.5L, 460 Hp		
AG17	MTU	MTU 8V1600 DS350: Diesel; Output, standby/prime: 350 kW/325KW; 60 Hz; Engine: MTU Detroit Diesel 14.0L, 547 Hp		
AG18	MTU	MTU 8V1600 DS400: Diesel; Output, standby/prime: 400 kW/365KW; 60 Hz; Engine: MTU Detroit Diesel 14.0L, 600 Hp		
AG19	MTU	MTU 10V1600 DS450: Diesel; Output, standby/prime: 450 kW/400KW; 60 Hz; Engine: Detroit Diesel 17.5L, 685 Hp		
AG20	MTU	MTU 10V1600 DS500: Diesel; Output, standby/prime: 500 kW/450KW; 60 Hz; Engine: MTU Detroit Diesel 17.5L, 752 Hp		
AG21	MTU	MTU 12V1600 DS550: Diesel; Output, standby/prime: 550 kW/500KW; 60 Hz; Engine: MTU Detroit Diesel 21L, 821 Hp		
AG22	MTU	MTU 12V1600 DS600: Diesel; Output, standby/prime: 600 kW/550KW; 60 Hz; Engine: MTU Detroit Diesel 21L, 896 Hp		
AG23	MTU	MTU 12V2000 DS650: Diesel; Output, standby/prime: 650 kW/615KW; 60 Hz; Engine: MTU Detroit Diesel 23.9L, 1046 Hp		
AG24	MTU	MTU 12V2000 DS750: Diesel; Output, standby/prime: 750 kW/680KW; 60 Hz; Engine: MTU Detroit Diesel 23.9L, 1193 Hp		
AG25	MTU	MTU 12V2000 DS800: Diesel; Output, standby/prime: 800 kW/725KW; 60 Hz; Engine: MTU Detroit Diesel 23.9L, 1193 Hp		
AG26	MTU	MTU 16V2000 DS900: Diesel; Output, standby/prime: 900 kW/800KW; 60 Hz; Engine: MTU Detroit Diesel 31.8L, 1354 Hp		
AG27	MTU	MTU 16V2000 DS1000: Diesel; Output, standby/prime: 1000 kW/900 kW; 60 Hz; Engine: Detroit Diesel 31.8L, 1495 Hp		
AG28	MTU	MTU 16V2000 DS1200: Diesel; Output, standby: 1200KW; 60 Hz, engine; Detroit Diesel 57.2L, 2328 hp.		
AG29	MTU	MTU 12V4000 DS1250: Diesel; Output, standby/prime: 1250 kW/1125 kW; 60 Hz; Engine: Detroit Diesel 57.2L, 2328 Hp		
AG30	MTU	MTU 12V4000 DS1500: Diesel; Output, standby/prime: 1500 kW/1400 kW; 60 Hz; Engine: Detroit Diesel 57.2L, 2328 Hp		
AG31	MTU	MTU 12V4000 DS1750 : Diesel; Output, standby/prime: 1750 kW/1600 kW; 60 Hz; Engine: Detroit Diesel 57.2L, 2561 Hp		
AG32	MTU	MTU 16V4000 DS2000: Diesel; Output, standby/prime: 2000 kW/1800 kW; 60 Hz; Engine: Detroit Diesel 76.3L, 3058 Hp		

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
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<p>Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.</p>				
HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
AG33	MTU	MTU 16V4000 DS2250: Diesel; Output, standby/prime: 2250 kW/2045 kW; 60 Hz; Engine: Detroit Diesel 76.3L, 3351 Hp		
AG34	MTU	MTU 16V4000 DS2500: Diesel; Output, standby: 2500 kW; 60 Hz; Engine: Detroit Diesel 76.3L, 3673 Hp (16V4000)		
AG35	MTU	MTU 20V4000 DS2500: Diesel; Output, standby/prime: 2500 kW/2250 kW; 60 Hz; Engine: Detroit Diesel 95.4L, 3673 Hp		
AG36	MTU	MTU 20V4000 DS2800: Diesel; Output, standby/prime: 2800 kW/2500 kW; 60 Hz; Engine: Detroit Diesel 95.4L, 4035 Hp		
AG37	MTU	MTU 20V4000 DS3000: Diesel; Output, standby/prime: 3000 kW/2800 kW; 60 Hz; Engine: Detroit Diesel 95.4L, 4678 Hp		
AG38	MTU	MTU 20V4000 DS3250: Diesel; Output, standby: 3250 kW; 60 Hz; Engine: Detroit Diesel 95.4L, 4678 Hp		
AG39	MTU	MTU 4R0075 GS30: NG/LP; Output, standby: 30 kW; 60 Hz; Engine: GM 3.0L, NG 50.8 Hp, LP 51.5 Hp		
AG40	MTU	MTU 6V0072 GS40: NG/LP; Output, standby: 40 kW; 60 Hz; Engine: GM 4.3L, NG 66.5 Hp, LP 71.4 Hp		
AG41	MTU	MTU 8V0063 GS50: NG/LP; Output, standby: 50 kW; 60 Hz; Engine: GM 5L, NG 83.4 Hp, LP 88.3 Hp		
AG42	MTU	MTU 8V0071 GS60: NG/LP; Output, standby: 60 kW; 60 Hz; Engine: GM 5.7L, NG 104.7 Hp, LP 113.2 Hp		
AG43	MTU	MTU 10V0068 GS75: Output, standby: NG 75 kW/ LP 75KW; 60 Hz; Engine: Ford 6.8L, NG 114.8 Hp, LP 119.9 Hp		
AG44	MTU	MTU 10V0068 GS100: NG/LP; Output, standby: 100 kW; 60 Hz; Engine: Ford 6.8L, NG/LP 177 Hp		
AG45	MTU	MTU 10V0068 GS125: NG/LP; Output, standby: 125 kW; 60 Hz; Engine: Ford 6.8L, NG/LP 207 Hp		
AG46	MTU	MTU 6R0135 GS150: Output, standby: NG 150 kW/ LP 100KW; 60 Hz; Engine: Doosan 8.1L, NG 237 Hp, LP 164 Hp		
AG47	MTU	MTU 6R0185 GS200: Output, standby: NG 200 kW/ LP 130KW; 60 Hz; Engine: Doosan 11.1L, NG 302 Hp, LP 208 Hp		
AG48	MTU	MTU 8V0183 GS260: Output, standby: NG 260 kW/ LP 160KW; 60 Hz; Engine: Doosan 14.6L, NG 402 Hp, LP 253 Hp		
AG49	MTU	MTU 10V0183 GS350: Output, standby: NG 350 kW/ LP 245KW; 60 Hz; Engine: Doosan 18.3L, NG 536 Hp, LP 398 Hp		
AG50	MTU	MTU 12V0183 GS400: Output, standby: NG 400 kW/ LP 295KW; 60 Hz; Engine: Doosan 21.9L, NG 612 Hp, LP 471 Hp		

B. Small Portable Generators

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
Offeror:				
<p>Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.</p>				
HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
<p>These are functional. turn-key configurations, consisent with manufacturers' standard components and performance. As applicable and available, Offeror shall include upgrade options for wheel kits, electric start, alternative engines, et cetera, on Form-E.</p>				
BA01	Alten	G1: Gasoline DC Generator; Battery charging applications; Charging voltage: 14.0V/14.8V, selectable; Output, max: 55 Amps; Engine: Honda GXH50, 49 cc, 2.1Hp; Recoil start		
BA02	Alten	G2 (12V Version): Gasoline DC Generator; Battery charging applications; Charging voltage: 14.0V/14.8V, selectable; Output, max: 120 Amps; Engine: Honda GX160, 163cc, 4.8 Hp; Recoil start (Offeror shall include options pricing on 24V/45A and electric start		
BA03	Alten	G3: Gasoline DC Generator; Battery charging applications; Charging voltage: 28V, selectable; Output, max: 80 Amps; Engine: Honda GX200, 196cc, 4.8 Hp; Recoil start (Offeror shall include options pricing on electric start version)		
BA04	Alten	D1 (12V Version): Diesel DC Generator; Battery charging applications; Charging voltage: 12V, selectable; Output, max: 120 Amps; Engine: Hatz 1B20, 242cc, 4.6 Hp; Recoil start (Offeror shall include options pricing on 24V/45A and electric start versions)		
BA05	Alten	D2 (12V Version): Diesel DC Generator; Battery charging applications; Charging voltage: 12V, selectable; Output, max: 160 Amps; Engine: Hatz 1B30, 347cc, 6.8 Hp; Recoil start (Offeror shall include options pricing on 24V/80A, 48V/50A, and electric start		
BA06	Alten	D3 (12V Version): Diesel DC Generator; Battery charging applications; Charging voltage: 12V, selectable; Output, max: 300 Amps; Engine: Hatz 1B40, 461cc, 9.9 Hp; Recoil start (Offeror shall include options pricing on 24V/160A, 48V/100A, and electric start		
BB01	Kohler	PRO2.0iS: Inverter, Gas; Engine: 79 cc, ?? Hp; Output max/rated, watts: 2000/1600; Recoil start		
BB02	Kohler	PRO2.8i: Inverter, Gas; Engine: 171 cc, ?? Hp; Output max/rated, watts: 2800/2500; Recoil start		
BB03	Kohler	PRO3.7: Inverter, Gas; Engine: 208 cc, 7 Hp; Output max/rated, watts: 3700/3000; Recoil start		
BB04	Kohler	PRO5.2: Inverter, Gas; Engine: 429 cc, 14 Hp; Output max/rated, watts: 5200/4500; Recoil start		
BB05	Kohler	PRO7.5: Inverter, Gas; Engine: 429 cc, 14 Hp; Output max/rated, watts: 7500/6300; Recoil start		

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
Offeror:				
<p>Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.</p>				
HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
BB06	Kohler	PRO12.3EFI: Inverter, Gas; Engine: 694 cc, 21 Hp; Output max/rated, watts: 12300/10500; Electric start		
BB07	Kohler	PRO5.4DES: Generator, Diesel; Engine: 442 cc, 9 Hp; Output max/rated, watts: 5400/4700; Electric/Recoil start		
BC01	Koshin	GEH-3000: Gas; Engine: Honda GX160, 163 cc, 5.5 Hp; Output, max/rated, watts: 3100 / 2600; Recoil start		
BC02	Koshin	GEH-4500DX: Gas; Engine: Honda GX270, 270 cc, 9.0 Hp; Output, max/rated, watts: 4500 / 4200; Recoil start		
BC03	Koshin	GEH-6000DX: Gas; Engine: Honda GX340, 337 cc, 11.0 Hp; Output, max/rated, watts: 6000 / 5300; Recoil start		
BC04	Koshin	GEH-7200EX: Gas; Engine: Honda GX390, 389 cc, 13.0 Hp; Output, max/rated, watts: 7200 / 6100; Electric start		
BC05	Koshin	GEH-14000EW: Gas; Engine: Honda GX630, 688 cc, 20.8 Hp; Output, max/rated, watts: 140000 / 11700; Electric start		
BD01	MMD	IGR1000P: Inverter, Gas; Engine: 58 cc, 1.7 Hp; Output max/rated, watts: 1000/900; Recoil start		
BD02	MMD	IGR2000P: Inverter, Gas; Engine: 105 cc, 2.9 Hp; Output max/rated, watts: 2000/1600; Recoil start		
BD03	MMD	IGR2600HP: Inverter, Gas; Engine: 171 cc, 4.4 Hp; Output max/rated, watts: 2600/2300; Recoil start		
BD04	MMD	IGR3000: Inverter, Gas; Engine: 196 cc, 5.3 Hp; Output max/rated, watts: 3000/2800; Recoil start		
BD05	MMD	IGR4300: Inverter, Gas; Engine: 277 cc, 7.4 Hp; Output max/rated, watts: 4300/4000; Recoil start		
BD06	MMD	IGR6000H: Inverter, Gas; Engine: 389 cc, 10.3 Hp; Output max/rated, watts, 6000/5500; Recoil start		
BE01	Subaru-Robin	R1100: Gasoline; Engine: Subaru, 2.4 Hp; Output max/rated, watts: 1100 / 900; Recoil start		
BE02	Subaru-Robin	RGX2900: Gasoline; Engine: Subaru, 169 cc, 6.0 Hp; Output max/rated, watts: 2900 / 2400; Recoil start		
BE03	Subaru-Robin	RGX3600: Gasoline; Engine: Subaru, 210 cc, 7.0 Hp; Output max/rated, watts: 3600/3000; Recoil start		
BE04	Subaru-Robin	RGX4800: Gasoline; Engine: Subaru, 265 cc, 9.0 Hp; Output max/rated, watts: 4800 / 4100; Recoil start		
BE05	Subaru-Robin	RGX4800E: Gasoline; Engine: Subaru, 265 cc, 9.0 Hp; Output max/rated, watts: 4800 / 4100; Electric and recoil start		

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
BE06	Subaru-Robin	RGX6500: Gasoline; Engine: Subaru, 338 cc, 11.0 Hp; Output max/rated, watts: 6500 / 5000; Recoil start	
BE07	Subaru-Robin	RGX6500E: Gasoline; Engine: Subaru, 338 cc, 11.0 Hp; Output max/rated, watts: 6500 / 5000; Electric and recoil start	
BE08	Subaru-Robin	RGX7500: Gasoline; Engine: Subaru, 404 cc, 13.5 Hp; Output max/rated, watts: 7300 / 6000; Recoil start	
BE09	Subaru-Robin	RGX7500E: Gasoline; Engine: Subaru, 404 cc, 13.5 Hp; Output max/rated, watts: 7300 / 6000; Electric and recoil start	
BE10	Subaru-Robin	RGV12100: Gasoline; Engine: Subaru, 22 Hp; Output max/rated, watts: 12000 / 10000, Electric Start; inclusive of wheel kit	
BE11	Subaru-Robin	RGV13100T: Gasoline; Engine: Subaru, 18 Hp; Output max/rated, watts: 12000 / 10000, Electric Start; inclusive of wheel kit	
BE12	Subaru-Robin	SGX3500: Gasoline; Engine: Subaru, 211 cc, 7.0 Hp; Output max/rated, watts: 3500 / 3200, Recoil start; inclusive of wheel kit	
BE13	Subaru-Robin	SGX5000 Gasoline; Engine: Subaru, 287 cc, 9.5 Hp; Output max/rated, watts: 4900 / 4500, Recoil start; inclusive of wheel kit	
BE14	Subaru-Robin	SGX7500E: Gasoline; Engine: Subaru, 404 cc, 14.0 Hp; Output max/rated, watts: 7300 / 6700, Electric start	
BE15	Subaru-Robin	RG3200iS: Inverter; Gasoline; Engine: Subaru, 211 cc, 7.0 Hp; Output max/rated, watts: 3200 / 2800, Electric start	
BE16	Subaru-Robin	RG4300iS: Inverter; Gasoline; Engine: Subaru, 265 cc, 9.0 Hp; Output max/rated, watts: 4300/3800, Electric start	
BF01	Wacker Neuson	<u>GP2500A-5200002844</u> (construction grade): Gasoline; Engine: Wacker, 169 cc, 5.7 Hp; Output max/rated, watts: 2600 / 2250; 60 Hz; Recoil start	
BF02	Wacker Neuson	GP3800A-0620974 (construction grade): Gasoline; Engine: Honda, 242 cc, 8.0 Hp; Output max/rated, watts: 3800 / 3400; 60 Hz; Recoil	
BF03	Wacker Neuson	GP5600A - 0620979 (construction grade): Gasoline; Engine: Honda, 337 cc, 11.0 Hp; Output max/rated, watts: 5600 / 5000; 60 Hz; Recoil start	
BF04	Wacker Neuson	GP6600A - 0620985 (construction grade): Gasoline; Engine: Honda, 389 cc, 11.0 Hp; Output max/rated, watts: 6600 / 6000; 60 Hz; Recoil start	
BF05	Wacker Neuson	<u>GPS9700V-5200005042</u> (construction grade): Gasoline; Engine: B & S, 570 cc, 18.0 Hp; Output max/rated, watts: 9700 / 9300; 60 Hz; Electric start	

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
BF06	Wacker Neuson	GPI3200-0620779 (construction grade): Inverter; Gasoline, Engine: Wacker, 6.4 Hp; Output max/rated, watts: 3200/2800; 60 Hz, Electric start		
BF07	Wacker Neuson	GPSi3200-0620780 (construction grade): Inverter; Gasoline, Engine: Wacker, 6.4 Hp; Output max/rated, watts: 3200/2800; 60 Hz, Electric start, Enclosed		
BF08	Wacker Neuson	GPI4300-0620782 (construction grade): Inverter; Gasoline, Engine: Wacker, 8.2 Hp; Output max/rated, watts: 4300/3800; 60 Hz, Electric start		
BF09	Wacker Neuson	GPSi4300-0620783 (construction grade): Inverter; Gasoline, Engine: Wacker, 8.2 Hp; Output max/rated, watts: 4300/3800; 60 Hz, Electric start		
C. Multiple Engine Modular Generator Sets				
<p>These models are capable of parallel configurations for larger sizes; switch gears included. Offeror shall price transfer switches, power cable connection boxes, et cetera, along with Form-E options.</p>				
CA01	Generac	MPS-MD300 Modular Set: Diesel; Output, standby: 300 kW; 60 Hz; Engine: Iveco/FPT 10.3L, 480 Hp; inclusive of standard enclosure		
CA02	Generac	MPS-MD350 Modular Set: Diesel; Output, standby; 350 kW; 60 Hz; Engine: Iveco/FPT 530 Hp; inclusive of standard enclosure		
CA03	Generac	MPS-MD400 Modular Set: Diesel; Output, standby: 400 kW; 60 Hz; Engine: Perkins 12.5L, 619 Hp; inclusive of standard enclosure		
CA04	Generac	MPS-MD500 Modular Set: Diesel; Output, standby/prime: 500 kW/400 kW; 60 Hz; Engine: Perkins 15.2L, 762 Hp; inclusive of		
CA05	Generac	MPS-MD600 Modular Set: Diesel; Output, standby: 600 kW; 60 Hz; Engine: Perkins 18.1L, 909 Hp; inclusive of standard enclosure		
CA06	Generac	MPS-MD1000 Modular Set: Diesel; Output, standby: 1000 kW; 60 Hz; Engine (2): Volvo 16.1L, 1514 Hp; inclusive of standard enclosure		
CA07	Generac	MPS-MG100 Modular Set: Natural Gas; Standby power: 100 kW; 60 Hz; Engine: Generac 6.8L, 147 Hp; inclusive of standard enclosure		
CA08	Generac	MPS-MG130 Modular Set: Natural Gas; Standby power: 130 kW; 60 Hz; Engine: Generac 6.8L, 189 Hp; inclusive of standard enclosure		
CA09	Generac	MPS-MG150 Modular Set: Natural Gas; Standby power: 150 kW; 60 Hz; Engine: Generac 14.2L, 238 Hp; inclusive of standard enclosure		
CA10	Generac	MPS-MG200 Modular Set: Natural Gas; Standby power: 200 kW; 60 Hz; Engine: Generac 14.2L, 304 Hp; inclusive of standard enclosure		
CA11	Generac	MPS-MG250 Modular Set: Natural Gas; Standby power: 250 kW; 60 Hz; Engine: Generac 14.2L, 400 Hp; inclusive of standard enclosure		

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
CA12	Generac	MPS-MG300 Modular Set: Natural Gas; Standby power: 300 kW; 60 Hz; Engine: Generac 14.2L, 454 Hp; inclusive of standard enclosure	
CA13	Generac	MPS-MG350 Modular Set: Natural Gas; Standby power: 350 kW; 60 Hz; Engine: Generac 21.9L 620 Hp; inclusive of standard enclosure	
CA14	Generac	MPS-MG400 Modular Set: Natural Gas; Standby power:400 kW; 60 Hz Engine: Generac 21.9L 636 Hp; inclusive of standard enclosure	

D. Trailer-Mounted Generator Sets

These are functional, turn-key configurartion and shall be priced with complete, standard, entry-level trailers (Ref. Section-B). Additionally, unless noted otherwise, models listed on this form shall be 60 Hz, 3-phase or 1/3 phase transmission, **with standard enclosure**. Unless otherwise noted on this form, automatic transfer switches, alternative engines and alternators, single phase / higher / lower amp versions, bi-fuel and propane configurations, et cetera, shall be included separately with Offeror's Form-E options.

DA01	APT	APTG25: Diesel; Output, prime 20 kW/25kVA; 60 Hz; Engine: Kubota V2403 2.4L, 29.6 Hp	
DA02	APT	APTG45: Diesel; Output, prime 35 kW/45kVA; 60 Hz; Engine: Kubota V3600T, 3.6L, 52 Hp	
DA03	APT	APTG70: Diesel; Output, prime 56 kW/70 kVA; 60 Hz; Engine: Deere 4045HFG92, 4.5L, 96 Hp	
DA04	APT	APTG70: Diesel; Output, prime 75 kW/90 kVA; 60 Hz; Engine: Deere 4045HFG92, 4.5L, 120 Hp	
DA05	APT	APTG120: Diesel; Output, prime 95 kW/120 kVA; 60 Hz; Engine: Deere 4045HFG93, 4.5L, 151 Hp	
DA06	APT	APTG120: Diesel; Output, prime 95 kW/120 kVA; 60 Hz; Engine: Deere 4045HFG93, 4.5L, 151 Hp	
DB01	Atlas-Copco	QAS25: Diesel; output, standby/prime, 22KW/20KW, 60hz, Engine; Isuzu, 2.18L, 32.5hp. Tier 4 Final	
DB02	Atlas-Copco	QAS45: Diesel; Output, standby/prime, 40KW/36KW, 60Hz, Engine; Isuzu, 2.18L, 59hp. Tier 4 Final	
DB03	Atlas-Copco	QAS70: Diesel, Output, standby/prime, 62KW/56KW, 60Hz, Engine; John Deere, 4.5L, 96hp. Tier 4 Interim	
DB04	Atlas-Copco	QAS90: Diesel, Output, standby/prime, 82KW/75KW, 60Hz, Engine; John Deere, 4.5L, 120hp. Tier 4 Interim	
DB05	Atlas-Copco	QAS120: Diesel, Output, standby/prime, 106KW/95KW, 60Hz, Engine; John Deere, 4.5L, 151hp. Tier 4 Interim	
DB06	Atlas-Copco	QAS150: Diesel; Ouput, standby/prime, 132KW/120KW, 60hz, Engine, John Deere, 6.8L, 182hp. Tier 4 Final	
DB07	Atlas-Copco	QAS250: Diesel; Output, standby/prime, 203KW/183KW, 60Hz, Engine, John Deere, 9L, 318hp. Tier 4 Final	

Offeror:	
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Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.

HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
DB08	Atlas-Copco	QAS330: Diesel; Output, standby/prime, 294/264KW, 60hz, Engine, John Deere, 9L, 433hp. Tier 4 Final	
DB09	Atlas-Copco	QAS600: Diesel; Output, standby/prime, 503KW/457KW, 60hz, Engine; John Deere, 16L, 660hp. Tier 2 Flex	
DB10	Atlas-Copco	QAC1200: Diesel, Output, standby/prime, 1015KW/926KW, 60Hz, Engine; Cummins, 30.5L. Tier 2 Flex	
DC01	Clarke Power	50DT-JUMR: Diesel; Output, standby/prime: 50KW/42KW; 60Hz; Engine: John Deere 4.5L, 74 Hp	
DC02	Clarke Power	65DT-JUMR: Diesel; Output, standby/prime: 65KW/57KW; 60Hz; Engine: John Deere 4.5L, 99 Hp	
DC03	Clarke Power	100DT-JUMR: Diesel; Output, standby/prime: 100KW/93KW; 60Hz; Engine: John Deere 4.5L, 158 Hp	
DC04	Clarke Power	125DT-JUMR: Diesel; Output, standby/prime: 125KW/112KW; 60Hz; Engine: John Deere 4.5L, 197 Hp	
DC05	Clarke Power	150DT-JYMR: Diesel; Output, standby/prime: 150KW/134KW; 60Hz; Engine: John Deere 6.8L, 237 Hp	
DC06	Clarke Power	180DT-JYMR: Diesel; Output, standby/prime: 180KW/157KW; 60Hz; Engine: John Deere 6.8L, 315 Hp	
DC07	Clarke Power	200DT-JYMR: Diesel; Output, standby/prime: 200KW/175KW; 60Hz; Engine: John Deere 6.8L, 315 Hp	
DC08	Clarke Power	250DT-JWMR: Diesel; Output, standby/prime: 250KW/221KW; 60Hz; Engine: John Deere 9.0L, 422 Hp	
DC09	Clarke Power	275DT-JWMR: Diesel; Output, standby/prime: 275KW/253KW; 60Hz; Engine: John Deere 9.0L, 422 Hp	
DC10	Clarke Power	300DT-JWMR: Diesel; Output, standby/prime: 300KW/253KW; 60Hz, Engine: John Deere 9.0L, 463 Hp	
DC11	Clarke Power	350DT-JXMR: Diesel; Output, standby/prime: 350KW/310KW; 60Hz; Engine: John Deere 13.5L, 538 Hp	
DC12	Clarke Power	400DT-JXMR: Diesel; Output, standby/prime: 400KW/364KW; 60Hz; Engine: John Deere 13.5L, 617 Hp	
DC13	Clarke Power	RC60D-T3: Diesel; Output, standby / prime 47 kW / 53 kW; 60 Hz; Engine Deere, 4045TF290 4.5L, 74 Hp	
DC14	Clarke Power	RC90D-T3: Diesel; Output, standby / prime 75 kW / 83 kW; 60 Hz; Engine Deere, 4045HF285, 4.5L, 126 Hp	
DC15	Clarke Power	RC115D-T3: Diesel; Output, standby / prime 93 kW / 103 kW; 60 Hz; Engine Deere, 4045HF285, 4.5L, 158 Hp	
DC16	Clarke Power	RC185D-T3: Diesel; Output, standby / prime 146 kW / 161 kW; 60 Hz; Engine Deere, 6068HF285, 6.8L, 237 Hp	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
DC17	Clarke Power	RC240D-T3: Diesel; Output, standby / prime 191 kW / 210 kW; 60 Hz; Engine Deere, 6068HF285, 6.8L, 315 Hp	
DD01	Cummins	C60D6R: Diesel; Output, standby / prime 60 kW / 55 kW; 60 Hz; Engine Cummins QSB5-G1 4.5L, 89 Hp	
DD02	Cummins	C80D6R: Diesel; Output, standby / prime: 80 kW / 72 kW; 60Hz; Engine: QSB5-G2, 4.5L, 119 Hp	
DD03	Cummins	C100D6R: Diesel; Output, standby / prime: 100kW / 90kW; 60Hz; Engine: QSB5-G5, 4.5L, 149 Hp	
DD04	Cummins	C150D6R: Diesel; Output, standby / prime: 150 kW / 135 kW; 60Hz; Engine: QSB7-G3, 6.69L, 223 Hp	
DD05	Cummins	C200D6R: Diesel; Output, standby / prime: 200 kW / 190 kW; 60Hz; Engine: QSB7-G3, 6.69L, 223 Hp	
DD06	Cummins	C300D6R: Diesel; Output, standby / prime: 300 kW / 270 kW; 60Hz; Engine: QSM11-G4, 10.8L, 453 Hp	
DD07	Cummins	C500D6RG-6595: Diesel; Output, standby / prime: 500 kW / 455 kW; 60Hz; Engine: QSX15-G9 14.9L, 755 Hp	
DD08	Cummins	C800D6RG-7211: Diesel; Output, standby / prime: 800 kW / 725 kW; 60Hz; Engine: QSK23-G7, 23.15L, 1,190 Hp	
DD09	Cummins	C1000D6RG-6980: Diesel; Output, standby / prime: 1000 kW / 900 kW; 60Hz; Engine: QST30-G5, 30.5L, 1490 Hp	
DD10	Cummins	C1500D6RG: Diesel; Output, standby / prime: 1500 kW / 1350 kW; 60Hz; Engine: QSK50-G4, 50.3L, 2,235 Hp	
DD11	Cummins	C1600D6RG: Diesel; Output, standby / prime: 1600 kW / 1450 kW; 60Hz; Engine: QSK23-G7, 23.15L, 1183 Hp	
DD12	Cummins	C2000D6RG: Diesel; Output, standby / prime: 2000 kW / 1800 kW, 60 Hz; Engine QSTG30-G5 (x2), 61.0L, 2,980 Hp	
DE01	Doosan	G25WDO: Diesel; Output, standby / prime: 22 kW / 20kW, 60 Hz; Engine: Doosan/D18, 34 Hp, Tier 4F	
DE02	Doosan	G50WDO: Diesel; Output, standby / prime: 44 kW / 40kW, 60 Hz; Engine: Doosan/D24, 59 Hp, Tier 4F	
DE03	Doosan	G70: Diesel; Output, standby / prime: 62 kW / 56 kW; 50/60 Hz; Engine: Doosan/D34, 84 Hp, Tier 4F	
DE04	Doosan	G125: Diesel; Output, standby / prime: 110 kW / 100 kW; 50/60 Hz; Engine: Cummins QSB5-G11, 169 Hp, Tier 4F	
DE05	Doosan	G150: Diesel; Output, standby / prime: 132 kW / 120 kW; 50/60 Hz; Engine: Cummins QSB5-G12, 206 Hp, Tier 4F	
DE06	Doosan	G190: Diesel; Output, standby / prime: 171 kW / 155 kW; 50/60 Hz; Engine: Cummins QSB7-G8, 241 Hp, Tier 4F	
DE07	Doosan	G240: Diesel; Output, standby / prime: 209 kW/ 190 kW; 50/60 Hz; Engine: Cummins QSB7-G9, 314 Hp, Tier 4F	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
DE08	Doosan	G325: Diesel; Output, standby / prime: 287 kW / 261 kW; 50/60 Hz; Engine: Cummins/OSL9-G9, 433 Hp, Tier 4F	
DE09	Doosan	G450: Diesel; Output, standby / prime: 402 kW / 365 kW; 60 Hz; Engine: Cummins/OSX15-G9, 755 Hp, Tier 2 Flex	
DE10	Doosan	G570: Diesel; Output, standby / prime: 502 kW / 456 kW; 60 Hz; Engine: Cummins/OSX15-G9, 755 Hp, Tier 2 Flex	
DF01	Kohler	30REZGT: LP Gas; Output, standby/prime 28 kW / 25 kW; 60 Hz; Engine: GM 3.0 L, 41.9 HP	
DF02	Kohler	50REZGT: LP Gas; Output, standby/prime 42 kW / 40 kW; 60 Hz; Engine: GM 4.3 L, 64.2 HP	
DF03	Kohler	70REZGT: LP Gas; Output, standby/prime 62 kW / 56 kW; 60 Hz; Engine: GM 5.7 L, 93.8 HP	
DF04	Kohler	125REZGT: LP Gas; Output, standby/prime 105 kW / 100 kW; 60 Hz; Engine: PSI 8.8 L, 170 HP	
DF05	Kohler	35REOZT4: Diesel; Output, standby / prime: 30 kW / 28 kW; 60 Hz; Engine: Kohler 1.9 L, 49 Hp	
DF06	Kohler	45REOZT4: Diesel; Output, standby / prime: 40 kW / 36 kW; 60 Hz; Engine: Kohler 2.5 L, 63 Hp	
DF07	Kohler	60REOZT: Diesel; Output, standby / prime: 65 kW / 59 kW; 60 Hz; Engine: Deere 4.5L, 90 Hp	
DF08	Kohler	100REOZT: Diesel; Output, standby / prime: 105 kW / 96 kW; 60 Hz; Engine: Deere 4.5L, 158 Hp	
DF09	Kohler	145REOZT4: Diesel; Output, standby / prime: 130 KW / 117 KW; 60 Hz; Engine: Deere 6.8L, 201 Hp	
DF10	Kohler	150REOZT: Diesel; Outpu, standby / prime: 155 KW / 140 KW; 60 Hz; Engine: Deere 6.8L, 237 Hp	
DF11	Kohler	175REOZT4: Diesel; Outpu, standby / prime: 154 KW / 139 KW; 60 Hz; Engine: Deere 6.8L, 241 Hp	
DF12	Kohler	200REOZT: Diesel; Output, standby / prime: 210 kW / 190 kW; 60 Hz; Engine: Deere 6.8L, 315 Hp	
DF13	Kohler	500REOZT: Diesel; Output, standby / prime: 510 kW / 460 kW; 60 Hz; Engine: Volvo 16.1L, 732 Hp	
DG01	Loftin Equipment	LEC 25: Diesel; Output, standby / prime: 21.6 kW / 19.5 kW; 60 Hz; Engine: Kubota 2.4 L, 31.8 Hp	
DG02	Loftin Equipment	LEC 35: Diesel; Output, standby / prime: 27.8 kW / 26.5 kW; 60 Hz; Engine: Kubota 3.3 L, 40.1 Hp	
DG03	Loftin Equipment	LEC 50: Diesel; Output, standby / prime: 45 kW / 40 kW; 60 Hz; Engine: Kubota 3.8 L, 64.4 Hp	
DG04	Loftin Equipment	LEC 330T: Diesel; Output, prime: 330 kW, 60 Hz; Engine: Scania 13 L, 500 Hp	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
DH01	Magnum	MLG8: Diesel; Output, 1-phase: standby / prime: 9 kW / 8.1kW; 60 Hz; Engine: Kubota 1.12L, 13.5 Hp	
DH02	Magnum	MLG15: Diesel; Output, 1-phase: standby / prime: 14 kW / 13 kW; 60 Hz; Engine: Mitsubishi 1.8L, 22.3 Hp	
DH03	Magnum	MLG20: Diesel; Output, dedicated 1-phase: standby / prime: 20 kW / 19 kW; 60 Hz; Engine: Isuzu 2.2L, 36.2 Hp	
DH04	Magnum	MLG25: Diesel; Output, standby / prime: 20 kW / 18 kW; 60 Hz; Selectable voltage; Engine: Isuzu 2.2L, 34 Hp	
DH05	Magnum	MMG25IF4: Diesel; Output, standby / prime: 21 kW / 20 kW; 60 Hz; Selectable voltage; Engine: Isuzu 2.2L, 35 Hp; Inclusive of standard	
DH06	Magnum	MMG35FHI: Diesel; Output, standby / prime: 20 kW / 18 kW; 60 Hz; Selectable voltage; Engine: Isuzu 2.2L, 34 Hp; Inclusive of standard	
DH07	Magnum	MMG45i: Diesel; Output, standby / prime: 36 kW / 33 kW; 60 Hz; Engine: Isuzu 2.2L, 58.9 Hp	
DH08	Magnum	MMG75D: Diesel; Output, standby / prime: 69 kW / 62 kW; 60 Hz; Engine: Deere 4.5L, 91 Hp	
DH09	Magnum	MMG100 (Tier 3 Flex): Diesel; Output, standby / prime: 86 kW / 78 kW; 60 Hz; Engine: Deere 4.5L, 122 Hp	
DH10	Magnum	MMG100 (Tier iT4): Diesel; Output, standby / prime: 86 kW / 78 kW; 60 Hz; Engine: Deere 4.5L, 121 Hp	
DH11	Magnum	MMG120 (Tier 3): Diesel; Output, standby / prime: 102 kW / 93 kW; 60 Hz; Engine: Deere 4.5L, 144 Hp	
DH12	Magnum	MMG130 (Tier 4i): Diesel; Output, standby / prime: 107 kW / 98 kW; 60 Hz; Engine: Deere 4.5L, 152 Hp	
DH13	Magnum	MMG150 (Tier 3): Diesel; Output, standby / prime: 127 kW / 116 kW; 60 Hz; Engine: Deere 6.8L, 180 Hp	
DH14	Magnum	MMG175 (Tier 4i): Diesel; Output, standby / prime: 120 kW / 138 kW; 60 Hz; Engine: Deere 6.8L, 217 Hp	
DH15	Magnum	MMG185 (Tier 3): Diesel; Output, standby / prime: 137 kW / 162 kW; 60 Hz; Engine: Deere 6.8L, 216 Hp	
DH16	Magnum	MMG205: Diesel; Output, standby / prime: 142 kW / 164 kW; 60 Hz; Engine: Deere 6.8L, 268 Hp	
DH17	Magnum	MMG235 (Tier 3): Diesel; Output, prime: 186 kW; 60 Hz; Engine: Deere 6.8L, 286 Hp	
DH18	Magnum	MMG320 (Tier 3): Diesel; Output, prime: 256 kW; 60 Hz; Engine: Deere 9.0L, 422 Hp	
DH19	Magnum	MMG330 (Tier 4i): Diesel; Output, prime: 263 kW; 60 Hz; Engine: Deere 9.0L, 396 Hp	
DH20	Magnum	MMG405 (Tier 3): Diesel; Output, prime: 326 kW; 60 Hz; Engine: Deere 13.5L, 489 Hp	

Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
DH21	Magnum	MMG465 (Tier 3): Diesel; Output, prime: 373 kW; 60 Hz; Engine: Deere 13.5L, 489 Hp	
DH22	Magnum	MGG155N2: Natural Gas; Output, prime 132 kW; 60 hz; Engine: 8.1L PSI	
DH23	Magnum	MGG210N2: Natural Gas: Output, prime: 182 kW; 60 H; Engine: 11.1L PSI	
DH24	Magnum	MGG280N2: Natural Gas; Output, prime: 236 kW; 60 Hz; Engine: 14.6L PSI	
DH25	Magnum	MGG350: Natural Gas; Output, prime: 297 kW; 60 Hz; Engine: 18.3L PSI	
DH26	Magnum	Containerized MCG600M2 (Tier 2): Output, standby / prime: 600 kW / 540 kW; Engine: Mitsubishi	
DH27	Magnum	Containerized MCG800M2 (Tier 2): Output, standby / prime: 800 kW / 750 kW; Engine: Mitsubishi	
DH28	Magnum	Containerized MCG1000M2 (Tier 2): Output, standby / prime: 1000 kW / 900 kW; Engine: Mitsubishi	
DH29	Magnum	Containerized MCG1250M2 (Tier 2): Output, standby / prime: 1250 kW / 1125 kW; Engine: Mitsubishi	
DH30	Magnum	Containerized MCG1600M2 (Tier 2): Output, standby / prime: 1600 kW / 1440 kW; Engine: Mitsubishi	
DH31	Magnum	Containerized MCG2000M2 (Tier 2): Output, standby / ptime: 2000 kW / 1800 kW; Engine Mitsubishi	
DI01	MMD	SDG25S-8B1 (Tier 4i): Diesel; Output, 1-phase: standby / prime: 22 kW / 20 kW; 60 Hz; Engine: Isuzu, 31.5 Hp	
DI02	MMD	SDG40S-8B1: Diesel; Output, 1-phase/3-Phase: standby / prime: 30 kW / 28 kW; 60 Hz; Engine: Kubota 46.8 Hp	
DI03	MMD	SDG45S-8B2: Diesel; Output, 1-phase/3-Phase: standby / prime: 38.8 kW / 36 kW; 60 Hz; Engine: Kubota 61 Hp	
DI04	MMD	SDG65S-8B2 (Tier 3): Diesel; Output, standby / prime: 53.6 kW / 50 kW; 60 Hz; Selectable voltage; Engine: Isuzu 97.8 Hp	
DI05	MMD	SDG100S-8B1: Diesel; Output, standby / prime: 88 kW / 80 kW; 60 Hz; Selectable voltage; Engine: Isuzu 152 Hp; inclusive of standard	
DI06	MMD	SDG125S-8B1: Diesel; Output, standby / prime: 110 kW / 100 kW; 60 Hz; Selectable voltage; Engine: Isuzu 152 Hp; inclusive of standard	
DI07	MMD	SDG150S-8B1: Diesel; Output, standby / prime: 132 kW / 120 kW; 60 Hz; Engine: Isuzu 190.4 Hp	
DI08	MMD	SDG400S-6B1: Diesel; Output, standby / prime: 352 kW / 320 kW; 60 Hz; Engine: Komatsu 479 Hp	
DI09	MMD	HDF65: Dual Fuel Diesel/Natural Gas; Output, standby / prime: 53.6 kW / 50 kW; 60 Hz; Engine: Isuzu 97.8 Hp	

FORM-D: Base Unit Pricing			Invitation #:	GE02-16
Offeror:				
<p>Note: All products listed below are to be considered as base units for purposes of this Invitation and any subsequent contract. Offeror shall determine which Product Codes to bid and shall fill in the H-GAC bid price in the appropriate cell and may then bid optional model upgrades, along with all other manufacturer options, on Form-E . Options pricing shall be equal to the differential amount between the Base Unit item price (i.e. Form-D price) and the option being listed. Unless shown otherwise in this or any other HGAC specification document, all models shall be priced to include the manufacturer standard configuration in regards to components and performance. Offeror shall not modify this form in any way. Offeror should refer to this Invitation's Section-B for more product specifics. Offeror shall include specification / cut sheets for each line itm priced, herein, inclusive of all components included for these Form-D priced models. Offeror should reference Section-B, subsection 5.0 for more details on EPA emissions.</p>				
HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars	
DI10	MMD	HDF100 (Tier 3 Flex): Dual Fuel Diesel/Natural Gas; Output, standby / prime: 88 kW / 80 kW; 60 Hz; Engine: Isuzu 198 Hp		
DI11	MMD	HDF150: Dual Fuel Diesel/Natural Gas; Output, standby / prime: 132 kW / 120 kW; 60 Hz; Engine: Isuzu 190.4 Hp		
DJ01	Wacker Neuson	G14-0620689: Diesel; Compact design; Output, standby / prime: 14.2 kW / 13.2 kW; 60 Hz; Engine: Kobota, 1.6L, 24 Hp		
DJ02	Wacker Neuson	G25-5200009370 (Tier IV Final): Diesel; Output, standby / prime: 20 kW / 19 kW; 60 Hz; Engine: Isuzu, 2.2L, 32 Hp		
DJ03	Wacker Neuson	G50-5200014319 (Tier IV Final): Diesel; Output, standby / prime: 42 kW / 38 kW; 60 Hz; Engine: Deere, 4.5L, 67 Hp		
DJ04	Wacker Neuson	G150-5200010135 (Tier IV Fianl): Diesel; Output, standby / prime: 133 kW / 121 kW; 60 Hz; Engine: Deere, 6.8L, 197 Hp		
DJ05	Wacker Neuson	G180-5200010138 (Tier IV Final): Diesel; Output, standby / prime: 157 kW / 143 kW; 60 Hz; Engine: Deere, 6.8L, 237 Hp		
DJ06	Wacker Neuson	G230-5200010141 (Tier IV Final): Diesel; Output, standby / prime: 184 kW / 230 kW; 60 Hz; Engine: Cummins, 6.8L, 315 Hp		
DK01	Winco / WinPower	DX-90 (Tier 3): Diesel; Output, prime 90 kW/113kVA; 60 Hz; Engine: FPT, 4.5L, 133 Hp		
DK02	Winco / WinPower	DX-100 (Tier 3): Diesel; Output, prime 100 kW/125kVA; 60 Hz; Engine: FPT, 6.7L, 201 Hp		
DK03	Winco / WinPower	DX-130 (Tier 3): Diesel; Output, prime 130 kW/162kVA; 60 Hz; Engine: FPT, 6.7L, 201 Hp		
DK04	Winco / WinPower	DX-175 (Tier 3): Diesel; Output, prime 175 kW/219kVA; 60 Hz; Engine: FPT, 6.7L, 283 Hp		
DK05	Winco / WinPower	DX-200 (Tier 3): Diesel; Output, prime 200 kW/250kVA; 60 Hz; Engine: Deutz, 7.1L, 268 Hp		
DK06	Winco / WinPower	DX-250 (Tier 3): Diesel; Output, prime 250 kW/312kVA; 60 Hz; Engine: FPT, 8.7L, 391 Hp		
DK07	Winco / WinPower	DX-300 (Tier 3): Diesel; Output, prime 300 kW/375kVA; 60 Hz; Engine: FPT, 10.3L, 456 Hp		
DK08	Winco / WinPower	DX-350 (Tier 3): Diesel; Output, prime 350 kW/438kVA; 60 Hz; Engine: FPT, 13L, 537 Hp		
E. Miscellaneous				
These are functional, turn-key units, equipped with the manufactures standard, entry-level features.				

FORM-D: Base Unit Pricing	Invitation #:	GE02-16
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Offeror:	
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HGAC Product Code	Manufacturer	Base Unit Model / System Description	Offered Base Unit Price, In Whole Dollars
EA01	Gridless Power	Gridless Core: battery-based portable hybrid inverter; emergency / backup power; output: 1000W (2000W surge); charging capability: grid, 12v/24v vehicle port, solar panel; weather-resistant enclosure; base unit weight: 50 pounds; optional remote monitoring capability for charging and output: cellular remote and cloud-based; offeror shall include with priced options: all accessories, including "Fast Charger", wireless module, solar charging add-ons, et cetera. Ongoing services that are included with offered options pricing (e.g. cloud-monitoring / GPS tracking), must be priced as single amounts, 1-year, 2-year, et cetera (offeror should also factor the HGAC 1.5% Order Processing	

W-9

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

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

A CONTRACT BETWEEN HOUSTON-GALVESTON AREA COUNCIL, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 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__