



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

CONFERENCE INVITATION:

PRE-BID

PRE-PROPOSAL

PROCUREMENT NO: **HT11-09**

ISSUE DATE: **May 27, 2009**

CATEGORY: **Medium and Heavy Trucks & Truck Bodies**

PURPOSE OF THE CONFERENCE

Prior to soliciting offerings for the supply of products and/or services described herein, the Houston-Galveston Area Council of Governments (H-GAC) will conduct a Conference for interested parties. At the Conference, H-GAC staff will solicit comments related to the requirements and specifications contained in this DRAFT document. Participants should be prepared to offer constructive suggestions regarding content and/or format. Information and comments received at the Conference will be considered by H-GAC staff when preparing the Invitation To Submit Competitive Responses. The objective is a clearly written and competitive specification.

Please closely study the contents of this document before attending the Conference. Proceedings will move swiftly and there will be no time for an effective review while it is underway. Prior review is important even if you are a previous supplier participant because significant changes may have been made since the last specification for this Product/Service was issued.

Participants should contact H-GAC a day or two ahead of the scheduled Conference date to confirm that the published date and time is still in effect.

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

TENTATIVE PROCUREMENT SCHEDULE AND DETAILS

DRAFT SPECIFICATION / INVITATION:	May 27, 2009
PRE-BID/PROPOSAL CONFERENCE:	June 23, 2009 @ 9:00 a.m. CT; H-GAC Offices, 2 nd floor
FINAL SPECIFICATION / INVITATION:	July 29, 2009 (under review)
RESPONSES DUE:	August 25, 2009 @ 1:00 p.m. CT; H-GAC clock (under review)
PUBLIC RESPONSE OPENING:	August 25, 2009 @ 2:00 p.m. CT; H-GAC clock (under review)
RECOMMENDATIONS TO BOARD:	October 20, 2009 (under review)
CONTRACT START DATE & TERM:	December 1, 2009 through November 30, 2011 (under review)
The documents comprising this Invitation are available via (appropriate box(es) checked):	
<input checked="" type="checkbox"/> - E-mail <input checked="" type="checkbox"/> - Web Download @ http://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

SECTION-B: Product/Service Specific Requirements (Draft)

SECTION -C: H-GAC Forms (Draft)

SECTION- D: Pro-Forma (Sample) Contract

NOTICE TO MANUFACTURERS

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

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

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



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. HT11-09

DESCRIPTION: Medium and Heavy Trucks & Truck Bodies

TABLE OF CONTENTS

1.	INTRODUCTION	2
2.	DEFINITIONS, ABBREVIATIONS & ACRONYMS	2
3.	NON-BINDING ORAL COMMENTS	4
4.	STRUCTURE OF RESPONSE	4
5.	BASIC REQUIREMENTS & CONDITIONS.....	5
6.	OFFEROR'S AUTHORIZED SIGNATORY	6
7.	SURETY FOR INSURANCE AND BONDING.....	6
8.	CONFIDENTIAL / PROPRIETARY MATERIALS	6
9.	REFERENCES	6
10.	INSURANCE.....	6
11.	BID/PROPOSAL BOND	7
12.	OFFEROR CERTIFICATIONS.....	7
13.	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION	8
14.	NON-RESIDENT RECIPROCAL SALES ACT.....	8
15.	TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING	8
16.	INTENT AND SCOPE OF SPECIFICATIONS.....	9
17.	REQUIREMENTS APPLICABLE TO PHYSICAL GOODS.....	9
18.	PRODUCT CODES	9
19.	SPECIFIC DESCRIPTIVE REFERENCES	9
20.	MANUALS	9
21.	STANDARD FEATURES & OPTIONS	10
22.	WARRANTIES.....	11
23.	H-GAC ORDER PROCESSING CHARGE	11
24.	PRE-PAYMENTS AND DISCOUNTS.....	11
25.	INSPECTION / TESTING.....	11
26.	PRODUCT DELIVERY	11
27.	OFFERED PRODUCT ITEM VARIANCES	12
28.	REQUIREMENTS FOR SUBMISSION OF A RESPONSE.....	12
29.	CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS.....	14
30.	INCONSISTENT INFORMATION	14
31.	REJECTION OF RESPONSES	14
32.	WITHDRAWAL OR MODIFICATION OF RESPONSES	14
33.	RESPONSE EVALUATION	14
34.	ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD	15
35.	AWARD OF CONTRACT	15
36.	PRO-FORMA CONTRACT	15
37.	CONTRACT TERM	15

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

1. INTRODUCTION

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

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

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

Definitions and Abbreviations:

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

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

Approved. Acceptable to the "authority having jurisdiction."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Must. A term indicating a mandatory requirement.

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

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

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

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

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

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

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

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

Quotation. See "Contract Pricing Worksheet".

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

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

Shall. A term indicating a mandatory requirement or action.

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

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

Acronyms:

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

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

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

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

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

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

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

3. NON-BINDING ORAL COMMENTS

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

4. STRUCTURE OF RESPONSE

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

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

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

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response.

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

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

C. Manufacturer Bid Including Dealer Network By Reference:

As part of the Response hereto, **Offeror**, if a manufacturer, may provide a list of **Authorized Dealers** who will participate in any subsequently executed **H-GAC** contract. If Offeror/Manufacturer is awarded a contract, entities on the 'Authorized Dealer List' will be able to provide **HGACBuy** Contract Pricing Worksheets, and receive purchase orders and payments from **HGACBuy** participants. The list should include: Dealer Name, Tax ID Number, Contact Person Name (for servicing customers), Contact Address, Contact Phone, Contact Fax, Contact Email, Dealer Geographic Area Covered. If this option is chosen, manufacturer agrees to report

sales details for the dealership network to **H-GAC** on an agreed schedule, and to remit the applicable Order Processing Fee.

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

5. BASIC REQUIREMENTS & CONDITIONS

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

- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

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

7. SURETY FOR INSURANCE AND BONDING

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

8. CONFIDENTIAL / PROPRIETARY MATERIALS

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

9. REFERENCES

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

10. INSURANCE

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

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

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

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. BID/PROPOSAL BOND

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

12. OFFEROR CERTIFICATIONS

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

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

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

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

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

Insurance Coverages

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

Licensing & Permits

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

13. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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

14. NON-RESIDENT RECIPROCAL SALES ACT

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

15. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

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

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

16. INTENT AND SCOPE OF SPECIFICATIONS

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

17. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

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

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

18. PRODUCT CODES

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

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

19. SPECIFIC DESCRIPTIVE REFERENCES

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

20. MANUALS

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

they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

21. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

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

Options - General

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

Required Options

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

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.
- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar

as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

22. WARRANTIES, SALES & SERVICE

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

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

23. H-GAC ORDER PROCESSING CHARGE

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

24. PRE-PAYMENTS AND DISCOUNTS

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

25. INSPECTION / TESTING

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

26. PRODUCT DELIVERY

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

- a. Responsibility and liability for loss and/or damage pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Prepaid & Add".

- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and add, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

27. OFFERED PRODUCT ITEM VARIANCES

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

28. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

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

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Bid/Proposal bond and the Electronic Media should be submitted only with the Original.
- c. Responses should include any official **H-GAC** Addenda issued after initial release of this Invitation.
- d. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way, but may only fill in information and add lines if needed. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- e. All FORMS shall also be submitted on electronic media. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- f. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.
- g. The Response shall include, in any format desired, an overview of the Service Organization which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
 - The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- h. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
 - Name and address of **Offeror**.
 - Date and hour of public response opening.

Bid/Proposal Invitation number.

The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".

H-GAC shall not be responsible for any Response not properly labeled.

- i. Submission of a **COMPLETE** Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- j. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- k. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- l. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- m. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant. **NOTE** – Items in the Fourth Section should be supplied **ONLY** in the Original.

First Section:

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

Second Section:

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

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

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

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

- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

29. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

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

30. INCONSISTENT INFORMATION

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

31. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
- **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response whenever it is deemed in the best interest of **H-GAC** or its **End Users**.

32. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing and on **Offeror's** formal letterhead. Persons bearing such requests must show positive identification and authorization to submit the request. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted, but **Offeror's** Bid/Proposal Bond will be subject to forfeiture.

33. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

- d. Failure of Offeror to submit pricing for frequently purchased options and any H-GAC required options may cause response to be considered non-compliant at H-GAC's sole discretion.

For Proposal Responses:

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

34. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

35. AWARD OF CONTRACT

- a. H-GAC reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by H-GAC are understood to be included in any contract.
- b. H-GAC shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the H-GAC Board of Directors, a written contract shall be presented to the successful Offeror(s) and shall be subject to acceptance by the successful Offeror(s) within thirty (30) calendar days after presentation by H-GAC. If a contract is not executed within thirty (30) calendar days, H-GAC may rescind the contract offer and award a contract to the next Offeror in order of rank as determined by H-GAC.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by H-GAC to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
- 1st The contract document signed by H-GAC and Offeror.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd Offeror's response to this Invitation.

36. PRO-FORMA CONTRACT

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

37. CONTRACT TERM

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

38. PERFORMANCE & PAYMENT BOND

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

39. CHANGE ORDERS

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

40. DUPLICATION OF TERMS OR STATEMENTS

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

41. PUBLICITY

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

42. TAXES

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

43. DRUG FREE WORKPLACE

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

44. PRODUCT NOTICES & MAILINGS

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

45. HANDLING OF ORDERS & PAYMENTS

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

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will fax **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and transmit it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by **Contractor**.
- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

46. PRICE CHANGES

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

47. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

48. FORCE MAJEURE

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

49. PERFORMANCE UNDER CONTRACT

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

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable
 - End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

50. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

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

Information Items

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

Functions

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

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and 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.

51. CONTRACTOR ORIENTATION/TRAINING

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

52. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

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

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

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

Expedited Resolution

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

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

Appeals

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

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

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

RESOLUTION OF CONTRACT DISPUTES

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

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

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

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

53. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is strongly encouraged to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will allow **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential cost items (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be recovered or refunded thru the use of Published or Unpublished Options (See Section titled "Published And Unpublished Options").

End of Section A
GENERAL TERMS & CONDITIONS

SECTION-B
PRODUCT SPECIFIC REQUIREMENTS
For
MEDIUM & HEAVY DUTY TRUCKS & TRUCK BODIES

TABLE OF CONTENTS

<i>Sub-Section</i>	<i>Page</i>
1.0 PURPOSE AND SCOPE.....	1
2.0 DEFINITIONS AND ABBREVIATIONS.....	1
3.0 SAFETY EQUIPMENT: SAFETY LABELS, LAMPS, SIGNALS, AND REFLECTORS.....	2
4.0 LOGOS AND DECALS.....	2
5.0 MANUALS.....	2
6.0 SERVICING AND EQUIPPING.....	2
7.0 VEHICLE INSPECTION AND DELIVERY.....	2
8.0 WARRANTY, SERVICE, AND SERVICE CONTRACTS.....	3
9.0 BASE UNIT: STANDARD FEATURES.....	3
10.0 PRODUCT CODES AND BASE UNIT CONFIGURATION TABLE.....	3
11.0 MISCELLANEOUS.....	4
12.0 REQUIRED TRUCK CHASSIS OPTIONS: GENERAL.....	5
13.0 TRUCK BODIES.....	5
14.0 H-GAC ADMINISTRATIVE FEE.....	6
15.0 AWARDS.....	6
16.0 BID FORMAT.....	6

1.0 PURPOSE AND SCOPE

This specification establishes minimum configuration and performance requirements for new model medium and heavy-duty cab-chassis that may be purchased by H-GAC Members through the H-GAC Cooperative Purchasing Program, *HGACBuy*. These cover DOT Class-4 through Class-8 weight classes (14000# through 33000#+ GVWR). It is H-GAC's goal to receive pricing on cab-chassis, chassis options, and third party chassis-mounted bodies from Texas-licensed chassis dealers.

Trucks bid under HT11-09 shall be those models associated with a mid-to-late 2009 calendar year starting availability (i.e. what is commonly termed "2009" (or, possibly, "2010"), as introduced early to mid 2009 and available at the time of the HT11-09 August bid submittal). These models shall be **compliant with EPA 2010** diesel emission thresholds (anticipated January 1, 2010 production for 2010-compliant engines). HT11-07 supply contracts will cover a two (2) year period. If an H-GAC contractor realizes subsequent price increases during this contract due to the introduction of new model year equipment, engine manufacturer model changes, or other costs, they may petition H-GAC, per this specification's Section-A guidelines (*Terms & Conditions* section), for a contract price increase.

2.0 DEFINITIONS AND ABBREVIATIONS

Base Unit: a basic truck chassis or body conforming to the minimum configurations described in this Invitations' Form-D, from which an HGAC member may build, through published and unpublished options, the final desired configuration.

Offeror: dealer bidder responding to this Invitation with a formal bid Response.

COE: Cab-Over Engine; a truck design with a truncated front section and no hood, where engine and front axle are positioned under, or partially under, the cab.

Class: GVWR class ratings. "Medium Class" trucks are: Class 3: 10001-14000#; Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. The "Heavy" class trucks are: Class 7: 26001-33000#; Class 8: over 33000#.

Contractor: H-GAC awardee vendor, under contract to sell through this program.

Conventional Cab: a cab/engine design with a full front section and hood, where the engine and front axle are positioned in front of the cab.

End User: Ref. 'Members'.

GAWR: Gross Axle Weight Rating.

H-GAC: Houston-Galveston Area Council; a regional planning commission, which includes a cooperative purchasing program, *HGACBuy*, with local government members, in and outside of Texas, who voluntarily buy various types of equipment off pre-bid supply contracts.

Horsepower: wherever used herein, horsepower refers to SAE net horsepower, measured at the drive wheels. One horsepower (1 HP) equals 550 ft-lb. of work/second, or 745.7 watts.

Invitation: Final H-GAC *Invitation to Submit Bids*, including bid specification and other related H-GAC documents.

Knuckleboom: hydraulically operated, articulated (jointed) loading boom. Boom may have a section that is telescoping (sometimes referred to as a folding crane or articulating crane).

Members: 2500+ local government agencies (cities, counties, police and fire departments, K-12 schools, universities, et cetera) participating in the Houston-Galveston Area Council's Cooperative Purchasing Program, purchasing equipment and services through H-GAC from contracted manufacturers and/or distributors.

Offeror: Licensed chassis dealer who submits bid pricing in response to an H-GAC Invitation

Product Code: alpha-numeric code designating the Base Unit configuration (Ref. Subsection 12.0)

Published Options: separately priced parts, accessories, and bodies that are included with bid response. Unpublished options on HGAC purchases are limited to 25% of the total of base unit line item prices and published options.

Response: Offeror's priced bid package.

SBFA: Set Back Front Axle.

SFFA: Set Forward Front Axle.

SRA: Single Rear Axle.

Telescoping Crane/aerial: Crane or aerial with a boom that employs a telescoping action for extension.

TRA: Tandem Rear Axle.

3.0 SAFETY EQUIPMENT: SAFETY LABELS, LAMPS, SIGNALS, AND REFLECTORS

Requirements for quantity, color, and mounting of lamps, signals, and reflectors shall be followed on each truck priced and sold under this invitation and contract, per FMVS Standard No. 108, Texas "Uniform Act Regulating Traffic on Highways," (VTCS 6701d), and any other applicable federal and state regulations. Safety plaques/decals shall be furnished on both sides of any special truck bodies, and shall be affixed at the operator's station and at any hazardous areas. These safety plaques shall include necessary warnings and precautions and shall include, but not be limited to, load limit warnings. All plaques shall meet applicable federal, state and local laws and regulations.

4.0 LOGOS AND DECALS

Decals or markings pertaining to dealer or manufacturer other than manufacturer's name or model designation (normally affixed by manufacturer) shall not be affixed to, embossed, or painted on equipment delivered to H-GAC Members.

5.0 MANUALS

All equipment sold hereunder shall be furnished with an operator's manual, the price of which shall be included in each model's Base Unit price, including all standard manufacturer/vendor literature normally furnished and as required by law, with the purchase of a new vehicle. It shall, as a minimum, cover operation, preventative maintenance, and safety for the chassis and bodies furnished.

6.0 SERVICING AND EQUIPPING

Successful contractors shall furnish equipment meeting or exceeding the minimum requirements for each applicable product code. Except where requested by H-GAC Member, equipment sold hereunder, including all standard and optional accessories, shall be completely assembled, serviced, and adjusted prior to delivery, and in all respects, ready for operation, with all chassis configurations needed to meet or exceed required GVWR.

7.0 VEHICLE INSPECTION AND DELIVERY

- 7.1 Contractors are responsible for having each completed vehicle properly inspected to meet Texas Department of Public Safety requirements, with 2-year Texas 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.
- 7.2 Manufacturer's Statement of Origin (MSO): H-GAC contractors shall furnish H-GAC End Users a manufacturer's statement of origin (MSO), the price of which shall be included in each model's Base Unit price. A certificate of title will not meet this requirement. MSO shall be furnished at the time of delivery, and shall be made out in the name of the receiving agency, providing the VIN number, GVWR for particular model and configuration, and odometer disclosure statement.
- 7.3 Pre-Delivery Service: New vehicle pre-delivery service shall be provided for all units, and shall, at a minimum, include the following:
- All fluid levels checked and maintained.
 - Dealer pre-delivery safety and quality inspection and any necessary service.
 - Interior and exterior of units cleaned and washed as necessary.

8.0 WARRANTY, SERVICE, AND SERVICE CONTRACTS

Contractors shall furnish, with each vehicle sold, the manufacturer's new vehicle warranty, honored by all of the manufacturer's authorized dealers (this warranty shall be comparable to or better than those offered to the general public), and a copy of the manufacturers' standard warranty on accessories such as, but not limited to truck bodies, axles, drive trains, et cetera, at the time of delivery to the receiving agency.

9.0 BASE UNIT: STANDARD FEATURES

It is H-GAC's goal, wherever possible, for these configurations to be consistent with the "standard" configurations for each given manufacturer and line item model listed. Where no single factory "standard" exists for a given component (engine, axle, et cetera), H-GAC has defined these variables for the purpose of the Invitation on Form-D.

- 9.1 All models priced on bid response shall be priced **exclusive** of freight (which will be addressed on each purchase order as line item add-ons, specific to each end user's unique location).
- 9.2 Base Unit chassis priced under the Invitation (Form-D) shall be a road-ready, legal motor vehicles, ready for operation and shall not require additional equipment to render them as such. At a minimum, this shall cover:
- Drive Train: complete engine, transmission, drive train, and electrical systems.
 - Engine Coolant System: OEM standard components and capacity.
 - Chassis: Complete, including front and rear axle assemblies and braking assemblies (OEM standard, including parking brake system)
 - Heater-Defroster: installed per by FMVSS No. 103 *Windshield Defrosting and Defogging Systems* guidelines. **(NOTE: air conditioning is a separate, required option for Offeror. If air conditioning is a normal, standard factory feature for any given model, Offeror shall note this in response, for each applicable model, on Form E-1).**
 - Instrumentation: ammeter; coolant temperature, fuel, and oil pressure gauges.
 - Cab: complete and functional, with standard seating, allowing for driver and passenger seating (bench or separate seats).
 - Bumper, front: OEM standard.

10.0 PRODUCT CODES AND BASE UNIT CONFIGURATION TABLE

- 10.1 In this Invitation's Base Unit configuration table (Form-D), various manufacturers' models are listed, together with specific corresponding GVWR, engine, transmission, front and rear axle, and wheelbase requirements for each. The data on each line represent the minimum configuration and performance requirements for each base unit model to be bid. Offeror shall use Form E-1 and E-2 to price options. Upon subsequent award, H-GAC members may purchase these as listed or use

these Base Unit configurations as a starting point from which to build their desired, final cab-chassis. Where no specific component or package is mentioned in this specification, Offeror should price the most competitively priced configuration that includes all manufacturers' standard components and meets this specification's minimum requirements. Offeror may bid on any models for which they are a licensed dealer. For each Base Unit chassis bid, pricing must be submitted on H-GAC's Form-D.

- 10.2 **For each chassis bid, the package represented in the Base Unit price submitted shall not require any additional, compulsory equipment to render it functioning, legally-equipped cab-chassis or to meet those minimums established for each model's base configuration. This includes, but is not limited to emission or steel surcharges/escalators (which should NOT be included in Offeror's options pricing) passed along from manufacturers. These should be addressed through formal HGAC contract price adjustments, upon H-GAC's approval.**
- 10.3 **Offeror shall include, for each Form-D chassis priced under this Invitation, a detailed dealer quote sheet containing complete chassis component itemization. These quote sheets' components shall not conflict with H-GAC Base Unit configurations (Form-D) in terms of specific components or Offeror's Form-D pricing. Failure to submit such model-by-model quote sheets, or if such configuration / pricing conflicts occur, the specific model bid may be deemed non-compliant.**
- 10.4 Each Base Unit bid and subsequently sold under this eventual contract shall be referenced using its unique product code.

The first (alpha) character designates the manufacturer, as follows:

A: Condor-ALF	I: Isuzu
B: Autocar	J: Kenworth
C: Dodge	K: Mack
D: Ford	L: Mitsubishi
E: Freightliner	M: Peterbilt
F: GMC	N: UD (Nissan)
G: Hino (Toyota)	O: Volvo
H: International	P: Western Star

The second (numeric) character designates the respective model and its base unit configuration, as detailed in this Invitation's Form-D.

11.0 MISCELLANEOUS

- 11.1 Offeror shall submit only one distinct cab-chassis (and only one Form-D price) for each product code/line item bid. Offeror shall price separate items as model option upgrades and other manufacturer options to the base unit truck on Form E-1.
- 11.2 Unless otherwise directed, trucks in single rear axle (SRA) configurations incorporate a 4x2 drive design and trucks in tandem rear axles (TRA) configurations, a 6x4 design.
- 11.3 Unless otherwise listed as a Base Unit feature, base unit trucks shall be "regular" cab/"day cab", two (2) door designs. Extended and four door "crew" cab upgrades shall be included in Offeror's Form E-1 options pricing.
- 11.4 Offeror may price deduct/adder options for upgrading/downgrading from a SBFA to a SFFA, or vice-versa, as long as the option does not duplicate another model line item for that particular manufacturer.

- 11.5 **Per Section “A” of this specification (General T&C), bids responses shall include current Texas Motor Vehicle Dealer licenses.**

12.0 REQUIRED TRUCK CHASSIS OPTIONS: GENERAL

- 12.1 It is H-GAC’s goal to receive a thorough, detailed factory options pricing list for each Base Unit chassis priced, including: air conditioning, engine and transmission upgrades, wheelbase, cab-to-axle configuration upgrades, front and rear axle capacity upgrades, engine brakes, air brakes, 4 and 6-wheel drive, frame upgrades (higher R.B.M., etc.), crew cabs, et cetera. This will afford our Members a more complete choice of Published Options and allows H-GAC to more effectively perform bid tabulations. **Toward this goal, chassis Offeror shall submit, on Form E-1, for EACH Form-D chassis bid, a comprehensive priced list of chassis model upgrades and options/accessories. Offeror SHALL also include (as per Form E-1 column headings), options manufacturers' names and their model names/numbers. Failure of Offeror to price a thorough complement of manufacture options on Form E-1, in detail, or to provide required level of detail, may result in bid being rejected as non-compliant. An alternative to this is for vendor to submit a complete dealer price book(s) and reference it on Form E-1, along with a percentage-off-list on Form E-1. NOTE: Offeror shall complete all requested fields listed on Form E-1: associated H-GAC product code, manufacturer of option, price book option code, model, option description, offered H-GAC price**
- 12.2 **Offeror SHALL also include, on Form E-1, options pricing for all normally available hybrid and alternative fuel retrofits/conversions (Natural Gas (LNG and CNG as well) and LPG/Propane engine conversions, dedicated and/or bi-fuel). These options shall be priced in full compliance configurations, with all applicable safety and emissions requirements and regulations in effect at the time of contract commencement, including but not limited to standards established by the US DOT / EPA. Failure to price these alternative fuel options may result in offer being deemed as non-compliant.**
- 12.3 **NOTE: Offeror shall also include electronic copies of their HGAC forms and all options pricing.**

13.0 TRUCK BODIES

- 13.1 HGAC recognizes that truck chassis sold under this contract will utilize some type of truck body. H-GAC will make as many of these body-on-frame bodies conveniently available to our Members as possible, as published options under this contract. This Invitation contains a form which Offeror shall use for pricing these body options, **Form E-2**, upon which Offeror shall price a comprehensive priced list of bodies **SHALL** complete all requested fields listed on the form:

- Associated H-GAC Product Code
- Broad option category
- Body manufacturer
- Model name / number
- Body manufacturers' specific price book code
- Option description
- Offered H-GAC price

The pricing for these bodies shall include any components necessary and specific to the bodies as well as the cost of mounting to cab-chassis. Bodies covered shall include, but should not be limited to, the following types:

- Stationary platform/stake bodies
- Dump bodies
- Aerials: bucket/man-lifts
- Service/utility bodies

- Wrecker bodies and carriers
 - Cement mixer bodies
 - Cranes / knuckleboom bodies
 - Water or lube tank bodies
 - Landscape / trash / brush bodies
 - Van bodies (standard and refrigerated)
- 13.2 Bodies which are covered by other H-GAC contracts will **NOT** covered by this Invitation and should not be priced with Offeror's bid response. Generally, these include Refuse Collection, Street Sweeper, Ambulance, EMS & Command, Asphalt Patchers, Sewer Inspection, Sewer Cleaning, Hydro-Excavating, Bus, and Fire Service bodies. Bodies of these types may not be sold under this Invitation's contract (if in conjunction with this contract's chassis, then only as a separate purchase order).
- 13.3 **Note: for each body priced on Form E-2, Offeror shall include a quote sheet / body specifications reflecting the details of the bodies.**
- 13.4 **H-GAC realizes that our vendors potentially have a higher occurrence of sales of specific chassis-body combinations. In an effort to simplify our Members' purchase of chassis-body combinations, H-GAC would prefer that Offerer also include on Form E-2, for each Form-D chassis bid, complete, combination pricing, with pricing for popular combinations of chassis and bodies (Offeror shall list body details on Form E-2 and include supplemental body quote sheets). These "combination options" will be listed by H-GAC on our www.hgacbuy.org web page, thereby allowing our Members to view and purchase these common chassis-body combinations (or use them as a PO starting point to build the final configuration they need).**
- 13.5 NOTE: henceforth, HGAC will not recognize undefined options pricing within Offeror's list of options (example: a blanket "*X % off dealer cost for any additional options*" approach).
- 13.6 Per Texas Motor Vehicle statutes, only underlying chassis dealers can sell the converted chassis to end users (i.e. H-GAC "Members").

14.0 H-GAC ADMINISTRATIVE FEE

As specified in Section-A, sales of motor vehicles under the H-GAC program shall include an H-GAC purchase Order Processing Charge, levied on the H-GAC Member and remitted to H-GAC through each Contractor. This PO adder breaks down as follows:

- Bare cab-chassis, without a body: flat \$600 per PO
- Cab-chassis with body furnished as an option by chassis dealer: flat \$1000 per PO (single PO)
- Body or published option, alone (exclusive of chassis): 1.5% (0.015) of the total price

15.0 AWARDS

Consistent with state bid award statutes, for each specific line item, H-GAC will recommend awards to the lowest responsible Offeror. For this purpose, on chassis line items with more than one Offeror, H-GAC will also utilize a random basket of chassis manufacturer options prices, with line individual items awarded to the Offeror with the lowest combination of Base Unit and options pricing.

16.0 BID FORMAT

(Ref. Section-A, subsection 4)

Given the depth and breadth of our growing Member base, for dealers that are part of a dealer network (where a parent company has multiple dealer locations), H-GAC strongly encourages complete dealer network bid submittals, a "*Single Respondent Acting Lead For a Group*". In such a bid format, a parent company may submit a single bid response (single Form-A) that includes a listing of all their participating network dealers (in Texas **and beyond**), with locations contacts, et cetera). A contract awarded under this format will allow each individual dealer to process purchase orders and payments from HGAC Members, and the parent/corporate office will be handle quarterly

reporting to HGAC. The main Offeror would be responsible for inclusion of the H-GAC bid bond and the inclusion of its individual dealer's Texas dealer's TxDOT *Franchised Motor Vehicle License* with the bid package.

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



SECTION C - H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: HT11-09

Title: Medium and Heavy Trucks & Truck Bodies

This Section contains the following H-GAC Forms.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E-1:	Published Options: Manufacturer
Form E-2:	Published Options: Bodies
Form F:	Check Return Authorization

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

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

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

Invitation No.: HT11-09

Invitation Title: Medium and Heavy Trucks & Truck Bodies

Offeror Company: _____

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

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

Response Type(1): **Single Offeror Acting Alone Or As Lead** **Multiple Offerors Acting Jointly** **Manufacturer Including Dealer Network By Reference**

Contract Signatory(2): _____

Title: _____

Mailing Address(3): _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Phone: _____

Fax: _____

Email Address: _____

Federal Tax ID No.: _____

Web Page URL: _____

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

Member Contact Information

Contact Person(4): _____

Mailing Address: _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Toll Free Phone: _____

Fax: _____

Email Address: _____

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

The Signatory below, on behalf of Offeror:

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

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Title: Medium and Heavy Trucks & Truck Bodies**Offeror:** _____

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

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

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

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

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

Accepted and Agreed By:

Title:

Date:

HUB Status Of Offeror Offeror is a HUB, as detailed below. Offeror is not a HUB.

Designation(s):

 HUB DBE MBE WBE Other

Certifying/Listing Authority(s):

Subcontracts

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

 Subcontractor List attached. No Subcontractors will be used.

Title: **Medium and Heavy Trucks & Truck Bodies**

Offeror: _____

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

This Response Includes:		Offeror's Initials
1	An "Original" of all required <i>FORMS</i> and documents, plus one copy, each in a separate hard-sided 3-ring binder.	
2	For each chassis bid on Form-D, a thorough list of priced chassis manufacturer options on Form E-1, including Natural Gas and/or LPG/Propane conversion pricing.	
3	Comprehensive list of body options pricing on Form E-2.	
4	A completed electronic copy of ALL Forms and any other documents requiring this additional format under this Invitation (e.g. CD-ROM).	
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	If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
9	If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission Code.	
10	For EACH chassis bid on Form-D, Offeror included a detailed dealer quote sheet containing a complete description of chassis components.	
11	Specifcation / quote sheet for for each body option offered.	
12	Form CIQ , if required by law, completed and signed. Go to http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm to get instructions and download the Form.	
13	A Bid/Proposal Bond, or Cashier's Check in the amount of \$3000. (A percentage bond is NOT acceptable.)	

FORM-D: Base Unit Chassis: Bid Pricing		Invitation #:	HT11-09
Offeror Name:			
NOTE: This is a draft version of this document. The following base unit descriptions are subject to changes, which will be posted to the final invitation.			
Manufacturer	HGAC Product Code	Base Unit Description	Offered Base Unit Price, In Whole Dollars
		Except where noted, these are standard, 2-door, day-cab configurations, in 4x2/6x4 drive, priced without A/C (which shall be priced on Form E-1, except where it is a standard feature - in which case Offeror shall note in bid response).	
ALF-Condor	A1	780S Low Cab COE, SRA: GVWR (min, lbs): 33,000; Engine: Cummins ISB, 220 Hp; Transmission: Allison 2500 5-sp auto; Axles / GAWR (lbs): Front: 12,000 (Meritor FG941) / Rear: 21,000 (Meritor 21-161R); Wheelbase (min, inches): 130	
ALF-Condor	A2	830S Low Cab COE, SRA: GVWR (min, lbs): 37,600; Engine: Cummins ISC, 285 Hp, 800 lb-ft; Transmission: Fuller FRO14210C 10-sp; Axles / GAWR (lbs): Front: 14,600 (Meritor FG943) / Rear: 23,000 (Meritor 23-161R); Wheelbase (min, inches): 130	
ALF-Condor	A3	830S Low Cab COE, TRA: GVWR (min, lbs): 54,600; Engine: Cummins ISC, 285 Hp, 800 lb-ft; Transmission: Fuller FRO14210C 10-sp; Axles / GAWR (lbs): Front: 14,600 (Meritor FG943) / Rear: 40,000 (Meritor RT40-145); Wheelbase (min, inches): 130	
ALF-Condor	A4	880S Low Cab COE, SRA: GVWR (min, lbs): 37,600; Engine: Cummins ISC, 285 Hp, 800 lb-ft; Transmission: Fuller FRO14210C 10-sp; Axles / GAWR (lbs): Front: 14,600 (Meritor FG943) / Rear: 23,000 (Meritor 23-161R); Wheelbase (min, inches): 130	
ALF-Condor	A5	880S Low Cab COE, TRA: GVWR (min, lbs): 54,600; Engine: Cummins ISC, 285 Hp, 800 lb-ft; Transmission: Fuller FRO14210C 10-sp; Axles / GAWR (lbs): Front: 14,600 (Meritor FG943) / Rear: 40,000 (Meritor RT40-145); Wheelbase (min, inches): 130	
ALF-Condor	A6	880S Low Cab COE, Crew Cab, TRA: GVWR (min, lbs): 54,600; Engine: Cummins ISC, 285 Hp, 800 lb-ft; Transmission: Fuller FRO14210C 10-sp; Axles / GAWR (lbs): Front: 14,600 (Meritor FG943) / Rear: 40,000 (Meritor RT40-145); Wheelbase (min, inches): 130	
Autocar	B1	ACX42 LOW COE, SRA: GVWR (min, lbs): Engine: Cummins ISL345, 345 Hp, 1150 lb. ft; Transmission: Allison 4500RDS 5-sp auto; Axles / GAWR (lbs): Front: 20000 (Meritor MFS-20) / Rear: 23,000 (Meritor RS23-160) 11 leaf variable spring suspension; Wheelbase: 209"	
Autocar	B2	ACX64 LOW COE, SRA: GVWR (min, lbs): Engine: Cummins ISL345, 345 Hp, 1150 lb. ft; Transmission: Allison 4500RDS 5-sp auto; Axles / GAWR (lbs): Front: 20000 (Meritor MFS-20) / Rear: 40,000 (Meritor RT40-145) HMX 400 suspension; Wheelbase: 209"	
Dodge	C1	4500, SRA (ST): GVWR (min, lbs): 16,500; Engine: Cummins 6.7L diesel, 305 Hp/ 610 lb-ft; Transmission: Mercedes G-56, 6-sp manual; Axles / GAWR (lbs): Front: 7,000 / Rear: 12,000; Wheelbase (min, inches): 144	
Dodge	C2	5500, SRA (ST): GVWR (min, lbs): 19,500; Engine: Cummins 6.7L diesel, 305 Hp/ 610 lb-ft; Transmission: G-56, 6-sp manual; Axles / GAWR (lbs): Front: 7,000 / Rear: 13,500; Wheelbase (min, inches): 144	
Ford	D1	F450 4x2 (XL): GVWR (min, lbs): 16,000; Engine: Ford 6.8L V-10 Gas, 362 Hp; Transmission: Ford Torqshift 5-sp auto; Axles / GAWR (lbs): Front: 7,000 / Rear: 12,000; Wheelbase (min, inches): 141	
Ford	D2	F550 4x2 (XL): GVWR (min, lbs): 17,950; Engine: Ford 6.8L V-10 Gas, 362 Hp; Transmission: Ford Torqshift 5-sp auto; Axles / GAWR (lbs): Front: 7,000 / Rear: 13,650; Wheelbase (min, inches): 165	
Ford	D3	F650 4x2 (XL): GVWR (min, lbs): 26,000; Engine: Cummins ISB Diesel, 200 Hp; Transmission: Allison 2500RDS 5-sp auto; Axles / GAWR (lbs): Front: 8,500 D-850F I-Beam / Rear: 17,500; Wheelbase (min, inches): 134	
Ford	D4	F750 4x2 (XL): GVWR (min, lbs): 31,000; Engine: Cummins ISB Diesel, 200 Hp; Transmission: Allison 2500RDS 5-sp auto; Axles / GAWR (lbs): Front: 10,000 I-100SG I-Beam / Rear: 17,500; Wheelbase (min, inches): 158	
Ford	D5	LCF Low COE (XL): GVWR (min, lbs): 15,000; Engine: Ford-Intl 4.5L V-6 diesel, 200Hp; Transmission: Ford Torqshift 5-sp auto; Axles / GAWR (lbs): Front: 6,000 / Rear: 11,000; Wheelbase (min, inches): 115	
Ford	D6	E450 Cutaway Van Chassis (E45): GVWR (min, lbs): 14,050; Engine: Ford 5.4L V-8 Gas, 255Hp; Transmission: Ford Torqshift 5-sp auto; Axles / GAWR (lbs): Front: 8,000 / Rear: 9,500; Wheelbase (min, inches): 158	
Freightliner	E1	M2-106-60 Conv. Cab, SRA: GVWR (min, lbs): 25,500; Engine: Cummins ISB, 200 Hp; Transmission: Fuller FS-5205A 5-sp manual; Axles / GAWR (lbs): Front: 8,000 (FTL AF 8.0-2) / Rear: 17,500 (FTL ARS 17.5.2); Wheelbase (min, inches): 154	

Freightliner	E2	M2-106-70 Conv. Cab, SRA: GVWR (min, lbs): 33,000; Engine: Cummins ISB, 230 Hp; Transmission: Fuller FS-6406A 6-sp manual; Axles / GAWR (lbs): Front: 12,000 (FTL AF 12.0-3) / Rear: 21,000 (Meritor RS21-145); Wheelbase (min, inches): 154	
Freightliner	E3	M2-106-80 Conv. Cab, TRA: GVWR (min, lbs): 52,000; Engine: Cummins ISC, 285 Hp; Transmission: Fuller FS-11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (FTL AF 12.0-3) / Rear: 21,000 (Meritor RS21-145); Wheelbase (min, inches): 154	
Freightliner	E4	M2-112 Conv. Cab, TRA: GVWR (min, lbs): 52,000; Engine: Detroit Diesel DD13, 350 Hp; Transmission: Fuller FS-13210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (FTL AF 12.0-3) / Rear: 40,000 (Meritor RT40-145); Wheelbase (min, inches): 186	
Freightliner	E5	Cascadia CA125DC Conv Cab, TRA: GCWR (min, lbs): 80,000; Engine: Detroit Diesel DD15, 455 Hp, Transmission: Eaton Fuller FRO-15210C 10-sp; Axles / GAWR (lbs): Front: 12,000 (FTL AF 12.0-3) / Rear: 40,000 (Meritor RT40-145); Wheelbase (min, inches): 186	
Freightliner	E6	Columbia CL120 Conv Cab, TRA: GCWR (min, lbs): 80,000; Engine: Detroit Diesel DD15, 455 Hp, Transmission: Eaton Fuller FRO-15210C 10-sp; Axles / GAWR (lbs): Front: 12,000 (FTL AF 12.0-3) / Rear: 40,000 (Meritor RT40-145); Wheelbase (min, inches): 186	
GMC	F1	C4500 Conv. Cab, SRA: GVWR (min, lbs): 16,000; Engine: GM 8100 8.1L V-8 gas, 325 Hp; Transmission: Allison 1000 5-sp auto; Axles / GAWR (lbs): Front: 6,250 / Rear: 11,000; Wheelbase (min, inches): 128	
GMC	F2	C5500 Conv. Cab, SRA: GVWR (min, lbs): 19,500; Engine: GM 8100 8.1L V-8 gas, 325 Hp; Transmission: Allison 1000 5-sp auto; Axles / GAWR (lbs): Front: 6,250 / Rear: 13,500; Wheelbase (min, inches): 128	
GMC	F3	C6500 Conv. Cab, SRA: GVWR (min, lbs): 23,000; Engine: Isuzu 7800 7.8L diesel, 215 Hp; Transmission: Allison 2500 5-sp auto; Axles / GAWR (lbs): Front: 8,000 / Rear: 15,000; Wheelbase (min, inches): 128	
GMC	F4	C7500 Conv. Cab, SRA: GVWR (min, lbs): 29,950; Engine: Isuzu 7800 7.8L diesel, 215 Hp; Transmission: Allison 2500 5-sp auto; Axles / GAWR (lbs): Front: 8,000 Rear: 19,000; (Dana 19060S); Wheelbase (min, inches): 128	
GMC	F5	C8500 Conv. Cab, SRA: GVWR (min, lbs): 33,000; Engine: Isuzu 7800 7.8L diesel, 215 Hp; Transmission: Allison 3000 6-sp auto; Axles / GAWR (lbs): Front: 12,000 / Rear: 21,000 (Dana 21060S); Wheelbase (min, inches): 128	
GMC	F6	C8500 Conv. Cab, TRA: GVWR (min, lbs): 46,000; Engine: Isuzu 7800 7.8L diesel, 215 Hp; Transmission: Allison 3000 6-sp auto; Axles / GAWR (lbs): Front: 12,000 / Rear: 34,000 (Dana DS344); Wheelbase (min, inches): 142	
GMC	F7	W4500 COE, SRA: GVWR (min, lbs): 14,500; Engine: GMC 6.0L Gas, 300 Hp SPFI Vortec V-8; Transmission: GMC 4-sp auto; Axles / GAWR (lbs): Front: 6,830 / Rear: 9,880; Wheelbase (min, inches): 109	
GMC	F8	W5500 COE, SRA: GVWR (min, lbs): 17,950; Engine: Isuzu 4HK1-TC 5.1L Diesel, 205 Hp; Transmission: Isuzu MZZ 6-Sp auto; Axles / GAWR (lbs): Front: 6,830 / Rear: 12,980; Wheelbase (min, inches): 109	
GMC	F9	Savanna E4500 Cutaway Van Chassis: GVWR (min, lbs): 14,200; Engine: Vortec 6.0L V-8 Gas, 325 Hp/450 lb. ft.; Transmission: Allison 1000 6-sp auto; Axles / GAWR (lbs): Front: 7,000 / Rear: 11,000; Wheelbase (min, inches): 177"	
Hino (Toyota)	G1	145 (NA6JFSA) COE, SRA: GVWR (min, lbs): 14,050; Engine: Hino JO5D-TA 5.0L Diesel, 175 Hp; Transmission: Eaton FS4205A 5-sp manual; Axles / GAWR (lbs): Front: 5,360 / Rear: 9,880; Wheelbase (min, inches): 147	
Hino (Toyota)	G2	165 (NB6JFSA) COE, SRA: GVWR (min, lbs): 16,000; Engine: Hino JO5D-TA 5.0L Diesel, 175 Hp; Transmission: Eaton FS4205A 5-sp manual; Axles / GAWR (lbs): Front: 6,000 / Rear: 11,000; Wheelbase (min, inches): 147	
Hino (Toyota)	G3	185 (NC6JISA) COE, SRA: GVWR (min, lbs): 18,000; Engine: Hino JO5D-TA 5.0L Diesel, 175 Hp; Transmission: Eaton FS4205A 5-sp manual; Axles / GAWR (lbs): Front: 6,000 / Rear: 13,000; Wheelbase (min, inches): 169	
Hino (Toyota)	G4	238 (ND8JSA) COE, SRA: GVWR (min, lbs): 23,000; Engine: Hino JO8E-TA 8.0L Diesel, 220 Hp; Transmission: Eaton FS5406A 6-sp manual; Axles / GAWR (lbs): Front: 8,000 / Rear: 17,500; Wheelbase (min, inches): 187	
Hino (Toyota)	G5	258 (ND8JISA) COE, SRA: GVWR (min, lbs): 25,500; Engine: Hino JO8E-TA 8.0L Diesel, 220 Hp; Transmission: Eaton FS5406A 6-sp manual; Axles / GAWR (lbs): Front: 8,000 / Rear: 17,500; Wheelbase (min, inches): 175	
Hino (Toyota)	G6	268 (NE8JLSA) COE, SRA: GVWR (min, lbs): 25,950; Engine: Hino JO8E-TA 8.0L Diesel, 220 Hp; Transmission: Eaton FS5406A 6-sp manual; Axles / GAWR (lbs): Front: 10,000 / Rear: 19,000; Wheelbase (min, inches): 187	
Hino (Toyota)	G7	338 (NV8JLSA) COE, SRA: GVWR (min, lbs): 33,000; Engine: Hino JO8E-TA 8.0L Diesel, 260 Hp; Transmission: Eaton FS6406A 6-sp manual; Axles / GAWR (lbs): Front: 12,000 / Rear: 21,000; Wheelbase (min, inches): 187	
International	H1	4100 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 18,000; Engine: Intl MaxxForce 7.9L Diesel, 230 Hp/ 620 lb-ft; Transmission: Fuller ??? 6-sp manual; Axles / GAWR (lbs): Front: 7,300 (???) / Rear: 10,500 (???); Wheelbase (min, inches): 140	

International	H2	4300 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 23,500; Engine: Intl MaxxForce 7.9L Diesel, 255 Hp/ 660 lb-ft; Transmission: Fuller FS-5406N 6-sp manual; Axles / GAWR (lbs): Front: 8,000 (Dana D800-F) / Rear: 12,200 (???); Wheelbase (min, inches): 128	
International	H3	4400 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 25,500; Engine: Intl MaxxForce 7.9L Diesel, 285 Hp/ 800 lb-ft; Transmission: Fuller FS-6406N 6-sp manual; Axles / GAWR (lbs): Front: 8,000 (Dana D800-F) / Rear: 17,500 (Dana 17060S); Wheelbase (min, inches): 144	
International	H4	4400 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 44,000; Engine: Intl MaxxForce 7.9L Diesel, 285 Hp/ 800 lb-ft; Transmission: Fuller FS-6406N 6-sp manual; Axles / GAWR (lbs): Front: 10,000 (Intl I-100SG) / Rear: 34,000 (Dana DS344); Wheelbase (min, inches): 144	
International	H5	5500 Conv. Cab, SFFA, SRA: GVWR (min, lbs): 35,350; Engine: Cummins ISM 10.8L Diesel, 305Hp/ 1150 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 16,000 (Meritor RF-16-145); Rear: 23,000 (Meritor RS-23-160); Wheelbase (min, inches): 160	
International	H6	5500 Conv. Cab, SFFA, TRA: GVWR (min, lbs): 55,000; Engine: Cummins ISM 10.8L Diesel, 305Hp/ 1150 lb-ft; Transmission: Fuller FR-11210C 10-sp manual; Axles / GAWR (lbs): Front: 14,600 (Meritor FG-941) / Rear: 40,000 (Meritor RT-40-145P); Wheelbase (min, inches): 160	
International	H7	5600 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 35,350; Engine: Cummins ISM 10.8L Diesel, 305Hp/ 1150 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 16,000 (Meritor RF-16-145) / Rear: 23,000 (Meritor RS-23-160); Wheelbase (min, inches): 160	
International	H8	5600 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 56,000; Engine: Cummins ISM 10.8L Diesel, 305Hp/ 1150 lb-ft; Transmission: Fuller FR-11210C 10-sp manual; Axles / GAWR (lbs): Front: 16,000 (Meritor FR16-145) / Rear: 40,000 (Meritor RT-40-145P); Wheelbase (min, inches): 160	
International	H9	5900 Conv. Cab, SFFA, SRA: GVWR (min, lbs): 32,000; Engine: Cummins ISM 10.8L Diesel, 305Hp/ 1150 lb-ft; Transmission: Fuller FR-11210C 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Meritor FF-961) / Rear: 12,000 (Meritor RH-23-160); Wheelbase (min, inches): 180	
International	H10	5900 Conv. Cab, SFFA, TRA: GVWR (min, lbs): 52,350; Engine: Cummins ISM 10.8L Diesel, 305Hp/ 1150 lb-ft; Transmission: Fuller FR-11210C 10-sp manual; Axles / GAWR (lbs): Front: 14,600 (Meritor FG-941) / Rear: 40,000 (Meritor RT-40-145P); Wheelbase (min, inches): 180	
International	H11	7300 4x4 Conv. Cab, SFFA, SRA: GVWR (min, lbs): 27,000; Engine: Intl DT466 7.6L Diesel, 210 Hp/ 520 lb-ft; Transmission: Fuller FS-5406N 6-sp manual; Axles / GAWR (lbs): Front: 10,000 (Meritor MX-10-120) / Rear: 17,000 (Meritor RS-17-145); Wheelbase (min, inches): 144	
International	H12	7400 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 27,000; Engine: Intl DT466 7.6L Diesel, 225 Hp/ 620 lb-ft; Transmission: Fuller FS-6406N 6-sp manual; Axles / GAWR (lbs): 10000 (Dana I-100W) / Rear: 17,000 (Dana 17060S); Wheelbase (min, inches): 180	
International	H13	7400 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 46,000; Engine: Intl DT466 7.6L Diesel, 225 Hp/ 620 lb-ft; Transmission: Fuller FR-9210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana I-120W) / Rear: 34,000 (Dana DS344); Wheelbase (min, inches): 180	
International	H14	7500 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 35,000; Engine: Intl HT570 9.3L Diesel, 295 Hp / 950 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana I-120W) / Rear: 23,000 (Dana S23-170); Wheelbase (min, inches): 180	
International	H15	7500 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 52,000; Engine: Intl HT570 9.3L Diesel, 295 Hp / 950 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana I-120W) / Rear: 40,000 (Dana DS405); Wheelbase (min, inches): 180	
International	H16	7600 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 52,000; Engine: Intl HT570 9.3L Diesel, 295 Hp / 950 lb-ft; Transmission: Fuller FR-11210C 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana I-120W) / Rear: 40,000 (Dana DS405); Wheelbase (min, inches): 180	
International	H17	8500 Conv. Cab Tractor, SBFA, SRA (stationary fifth): GVWR (min, lbs): 30,000 (50K GCW); Engine: Intl HT570 9.3L Diesel, 295 Hp / 950 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 10,000 (Intl I-100SG) / Rear: 23,000 (Dana S23-170); Wheelbase (min, inches): 180	
International	H18	8500 Conv. Cab Tractor, SBFA, TRA (stationary fifth): GVWR (min, lbs): 50,000 (64K GCW); Engine: Intl HT570 9.3L Diesel, 295 Hp / 950 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 10,000 (Intl I-100SG) / Rear: 40,000 (Dana DS404); Wheelbase (min, inches): 144	
International	H19	8600 Conv. Cab Tractor, SBFA, SRA (stationary fifth): GVWR (min, lbs): 30,000 (70K GCW); Engine: Cummins ISM 10.8L Diesel, 320Hp / 1150 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 10,000 (Dana E-1202W) / Rear: 23,000 (Dana S23-170); Wheelbase (min, inches): 144	
International	H20	8600 Conv. Cab Tractor, SBFA, TRA (stationary fifth): GVWR (min, lbs): 50,000 (90K GCW); Engine: Cummins ISM 10.8L Diesel, 320Hp / 1150 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 10,000 (Dana E-1202W) / Rear: 40,000 (Dana DS404); Wheelbase (min, inches): 144	
International	H21	9000 Conv. Cab Tractor, SBFA, SRA (stationary fifth): GVWR (min, lbs): 50,000 (90K GCW); Engine: Cummins ISM 10.8L Diesel, 320Hp / 1150 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Intl / Rear: 40,000 (Dana DS404); Wheelbase (min, inches): 200	
International	H22	9200 Conv. Cab Tractor, SBFA, SRA (stationary fifth): GVWR (min, lbs): 32,000 (80K GCW); Engine: Cummins ISM 10.8L Diesel, 320Hp / 1150 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Meritor MFS12-143A) / 23,000 (Meritor RS23-160); Wheelbase (min, inches): 198	

International	H23	9200 Conv. Cab Tractor, SBFA, TRA (stationary fifth): GVWR (min, lbs): 46,000 (90K GCW); Engine: Cummins ISM 10.8L Diesel, 320Hp / 1150 lb-ft; Transmission: Fuller FR-11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Meritor MFS12-143A) / Rear: 40,000 (Meritor RT-40-145); Wheelbase (min, inches): 198	
International	H24	9400 Conv. Cab Tractor, SBFA, TRA (stationary fifth): GVWR (min, lbs): 46,000 (90K GCW); Engine: Cummins ISX 15L, 425 Hp / 1450 lb-ft; Transmission: Fuller FR-14210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Meritor MFS-12-143A) / Rear: 40,000 (Meritor RT-40-145); Wheelbase (min, inches): 198	
International	H25	9900 Conv. Cab Tractor, SFFA, TRA (stationary fifth): GVWR (min, lbs): 46,000 (90K GCW); Engine: Cummins ISX 15L, 425 Hp / 1450 lb-ft; Transmission: Fuller FR-14210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Meritor MFS-12-143A) / Rear: 40,000 (Meritor RT-40-145); Wheelbase (min, inches): 198	
International	H26	CF-500 Low COE, SRA: GVWR (min, lbs): 16,000; Engine: Intl VT275 4.5L V-6 Diesel, 200 Hp/ 440 lb-ft; Transmission: Ford 5-sp auto; Axles / GAWR (lbs): Front: 6,000 (Dana D600N) / Rear: 11,000 (Dana S110); Wheelbase (min, inches): 113	
International	H27	CF-600 Low COE, SRA: GVWR (min, lbs): 18,000; Engine: Intl VT275 4.5L V-6 Diesel, 200 Hp/ 440 lb-ft; Transmission: Ford 5-sp auto; Axles / GAWR (lbs): Front: 7,000 (Dana D700N) / Rear: 13,500 (Dana S135); Wheelbase (min, inches): 113	
Isuzu	I1	NQR COE, SRA: GVWR (min, lbs): 17,950; Engine: Isuzu 4HK1-TC 5.2L Diesel, 175 Hp / 387 lb-ft; Transmission: Isuzu MZZ 6-Sp manual; Axles / GAWR (lbs): Front: 6,830 / Rear: 12,980; Wheelbase (min, inches): 109	
Isuzu	I2	NRR COE, SRA: GVWR (min, lbs): 19,500; Engine: Isuzu 4HK1-TC 5.2L Diesel, 205 Hp / 441 lb-ft; Transmission: Isuzu MZZ 6-Sp manual; Axles / GAWR (lbs): Front: 6,830 / Rear: 12,980; Wheelbase (min, inches): 109	
Isuzu	I3	FTR COE, SRA: GVWR (min, lbs): 25,950; Engine: Isuzu 6HK1-TC 7.8L Diesel, 215 Hp / 560 lb-ft; Transmission: Allison 2550 HS/RDS 6-sp auto; Axles / GAWR (lbs): Front: 10,000 / Rear: 15,000; Wheelbase (min, inches): 170	
Isuzu	I4	HTR Conv. Cab, SRA: GVWR (min, lbs): 25,950; Engine: Isuzu 6HK1-TC 7.8L Diesel, 200 Hp / 520 lb-ft; Transmission: Fuller 6-sp manual; Axles / GAWR (lbs): Front: 10,000 / Rear: 19,000; Wheelbase (min, inches): 152	
Isuzu	I5	HVR Conv. Cab, SRA: GVWR (min, lbs): 30,000; Engine: Isuzu 6HK1-TC 7.8L Diesel, 250 Hp / 660 lb-ft; Transmission: Fuller 6-sp manual; Axles / GAWR (lbs): Front: 12,000 / Rear: 19,000; Wheelbase (min, inches): 152	
Isuzu	I6	HXR Conv. Cab, SRA: GVWR (min, lbs): 35,000; Engine: Isuzu 6HK1-TC 7.8L Diesel, 250 Hp / 800 lb-ft; Transmission: Fuller 9-sp manual; Axles / GAWR (lbs): Front: 14,000 / Rear: 21,000; Wheelbase (min, inches): 152	
Isuzu	I7	HXR Conv. Cab, SRA: GVWR (min, lbs): 54,000; Engine: Isuzu 6HK1-TC 7.8L Diesel, 300 Hp / 860 lb-ft; Transmission: Fuller 10-sp manual; Axles / GAWR (lbs): Front: 14,000 / Rear: 40,000; Wheelbase (min, inches): 152	
Kenworth	J1	T170 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 19,500; Engine: Paccar PX6 6.7L Diesel, 200 Hp; Transmission: Eaton FS5406A 6-speed manual; Axles / GAWR (lbs): Front: 8,000 (Dana D800F) Rear: 11,500 (Dana S14-110); Wheelbase (min, inches): 152	
Kenworth	J2	T270 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 26,000; Engine: Paccar PX6 6.7L Diesel, 200 Hp; Transmission: Eaton FS5406 6-speed manual; Axles / GAWR (lbs): Front: 10,000 (Dana E1002I) / Rear: 17,000 (Dana 17060S); Wheelbase (min, inches): 177	
Kenworth	J3	T370 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 50,000; Engine: Paccar PX8 8.3L Diesel, 240 Hp; Transmission: Eaton FS6406A6S 6-speed manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 40,000 (Dana DSP41); Wheelbase (min, inches): 205	
Kenworth	J4	T470 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 26,000; Engine: Cummins ISL-345 8.9L Diesel 345 HP; Transmission: FRO13210C 10 Speed manual, Axles/GAWR (lbs) : Front 10,000 (Dana E1002I)/ Rear 17,000 (Dana 17060S); Wheelbase (min inches): 177	
Kenworth	J5	T470 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 50,000; Engine: Cummins ISL-345 8.9L Diesel 345 HP; Transmission: FRO13210C 10 Speed manual, Axles/GAWR (lbs) : Front 12,000 (Dana E1202I)/ Rear 40,000 (Dana DSP41); Wheelbase (min inches): 177	
Kenworth	J6	T800SH Conv. Cab, SBFA, SRA: GVWR (min, lbs): 33,000; Engine: Cummins ISM-330 10.8L, Diesel, 330 Hp; Transmission: Eaton FRO11210B 10-Speed manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 21,000 (Dana S-21-170); Wheelbase (min, inches): 161	
Kenworth	J7	T800SH Conv. Cab, SBFA, TRA: GVWR (min, lbs): 50,000; Engine: Cummins ISM-330 10.8L Diesel, 330 Hp; Transmission: Eaton FRO11210B 10-Speed manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 40,000 (Dana DSP40); Wheelbase (min, inches): 160	
Kenworth	J8	W900S Conv. Cab, SFFA, TRA: GVWR (min, lbs): 50,000; Engine: Cummins ISM-330 10.8L, Diesel 330 Hp; Transmission: Eaton FRO14210B 10-Speed manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202L) / Rear: 40,000 (Dana DSP40); Wheelbase (min, inches): 185	
Kenworth	J9	T660 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 35,000; Engine: Cummins ISM-330 10.8L, 330 Hp; Transmission: Eaton FRO14210B 10-Speed manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 23,000 (Dana S23-170D); Wheelbase (min, inches): 189	
Kenworth	J10	T660 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 50,000; Engine: Cummins ISM-330 10.8L, 330 Hp; Transmission: Eaton FRO11210B 10-Speed manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 40,000 (Dana DSP40); Wheelbase (min, inches): 161	

Mack	K1	CXU 612 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 34,000; Engine: Mack MP8-415C, 415Hp; Transmission: Fuller FRO-16210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Mack FXL12) / Rear: 23,000 (Meritor RS23-161); Wheelbase (min, inches): 154	
Mack	K2	CHU 612 Conv. Cab, SFFA, SRA: GVWR (min, lbs): 34,000; Engine: Mack MP8-425E, 425Hp; Transmission: Fuller FRO-15210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Mack FXL12) / Rear: 23,000 (Meritor RS23-161); Wheelbase (min, inches): 154	
Mack	K3	CXU 613 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 52,000; Engine: Mack MP8-415C, 415Hp; Transmission: Fuller FRO-16210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Mack FXL12) / Rear: 40,000 (Meritor RT40-145); Wheelbase (min, inches): 166	
Mack	K4	CHU 613 Conv. Cab, SFFA, TRA: GVWR (min, lbs): 52,000; Engine: Mack MP8-425E, 425Hp; Transmission: Fuller FRO-15210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Mack FXL12) / Rear: 40,000 (Meritor RT40-145); Wheelbase (min, inches): 166	
Mack	K5	GU713 Conv. Cab, SFFA, TRA: GVWR (min, lbs): 50,000; Engine: Mack MP7-325M, 325 Hp; Transmission: Mack TM308 8-sp manual; Axles / GAWR (lbs): Front: 12,000 (Mack FAW12) / Rear: 38,000 (Mack S38R); Wheelbase (min, inches): 163	
Mack	K6	MRU612 COE, SBFA, SRA: GVWR (min, lbs): 35,000; Engine: Mack MP7-325M, 325 Hp; Transmission: Mack TM308 8-sp manual; Axles / GAWR (lbs): Front: 12,000 (Mack FAW12) / Rear: 23,000 (Meritor RS23-161); Wheelbase (min, inches): 157	
Mack	K7	MRU613 COE, SBFA, SRA: GVWR (min, lbs): 46,000; Engine: Mack MP7-325M, 325 Hp; Transmission: Mack TM308 8-sp manual; Axles / GAWR (lbs): Front: 12,000 (Mack FAW12) / Rear: 34,000 (Mack S34R); Wheelbase (min, inches): 173	
Mack	K8	LEU 612 COE, Low Entry, TRA: GVWR (min, lbs): 43,000; Engine: Mack MP7-325M, 325 Hp; Transmission: Allison 4500RDS 6-sp auto; Axles / GAWR (lbs): Front: 20,000 (Mack #FAW20) / Rear: 23,000 (Mack #RA23R); Wheelbase (min, inches): 157	
Mack	K9	LEU 613 COE, Low Entry, TRA: GVWR (min, lbs): 56,000; Engine: Mack MP7-325M, 325 Hp; Transmission: Allison 4500RDS 6-sp auto; Axles / GAWR (lbs): Front: 20,000 (Mack #FAW20) / Rear: 38,000 (Mack #S38R); Wheelbase (min, inches): 173	
Mitsubishi	L1	FE125 COE, SRA: GVWR (min, lbs): 12,500; Engine: Mitsubishi 4M50 5.0L Diesel, 185 Hp / 391 lb-ft; Transmission: Aisin 6-sp manual; Axles / GAWR (lbs): Front: 5,360 / Rear: 9,880 Wheelbase (min, inches): 114	
Mitsubishi	L2	FG140 COE, 4x4, SRA: GVWR (min, lbs): 14,050; Engine: Mitsubishi 4M50 5.0L Diesel, 147 Hp / 347 lb-ft; Transmission: Mitsubishi 5-sp manual; Axles / GAWR (lbs): Front: 5,730 / Rear: 9,480; Wheelbase (min, inches): 112	
Mitsubishi	L3	FE145 COE, SRA: GVWR (min, lbs): 14,500; Engine: Mitsubishi 4M50 5.0L Diesel, 185 Hp / 391 lb-ft; Transmission: Aisin 6-sp manual; Axles / GAWR (lbs): Front: 5,360 / Rear: 9,880 Wheelbase (min, inches): 114	
Mitsubishi	L4	FE180 COE, SRA: GVWR (min, lbs): 17,995; Engine: Mitsubishi 4M50 5.0L Diesel, 185 Hp / 391 lb-ft; Transmission: Mitsubishi 6-sp manual; Axles / GAWR (lbs): Front: 6,395 / Rear: 12,700; Wheelbase (min, inches): 114	
Mitsubishi	L5	FK200 COE, SRA: GVWR (min, lbs): 19,850; Engine: Mitsubishi 6M60 7.5L Diesel, 243 Hp / 514 lb-ft; Transmission: Allison 1000RDS 5-sp auto; Axles / GAWR (lbs): Front: 7,280 / Rear: 13,660; Wheelbase (min, inches): 179	
Mitsubishi	L6	FK260 COE, SRA: GVWR (min, lbs): 25,995; Engine: Mitsubishi 6M60 7.5L Diesel, 243 Hp / 514 lb-ft; Transmission: Allison 2200 RDS 5-sp auto; Axles / GAWR (lbs): Front: 10,640 / Rear: 18,500; Wheelbase (min, inches): 145	
Mitsubishi	L7	FM330 COE, SRA: GVWR (min, lbs): 32,900; Engine: Mitsubishi 6M60 7.5L Diesel, 243 Hp / 514 lb-ft; Transmission: Allison 3000 RDS 6-sp auto; Axles / GAWR (lbs): Front: 11,700 / Rear: 21,200; Wheelbase (min, inches): 181	
Peterbilt	M1	325 Conv. Cab, SFFA, SRA: GVWR (min, lbs): 22,000; Engine: PACCAR PX-6 6.7L Diesel, 200 Hp / 520 lb-ft; Transmission: Fuller FS5406A 6-sp manual; Axles / GAWR (lbs): Front: 8,000 (Dana D800F / Rear: 14,000 (Dana S14); Wheelbase: 150	
Peterbilt	M2	330 Conv. Cab, SFFA, SRA (10 5/8" frame): GVWR (min, lbs): 29,000; Engine: PACCAR PX-6 6.7L Diesel, 240 Hp / 560 lb-ft; Transmission: Fuller FS5406A 6-sp manual; Axles / GAWR (lbs): Front: 10,000 (E1002I) / Rear: 17,000 (P20060); Wheelbase: 150 (Offeror shall include hybrid versions with Form-E options)	
Peterbilt	M3	335 Conv. Cab, SFFA, SRA: GVWR (min, lbs): 31,000; Engine: PACCAR PX-8 8.3L Diesel, 240 Hp / ??? lb-ft; Transmission: Fuller FS5406A 6-sp manual; Axles / GAWR (lbs): Front: 10,000 (Dana I1002I) / Rear: 21,000 (Dana 21060S); Wheelbase (min, inches): 132 (Offeror shall include hybrid versions with Form-E options)	
Peterbilt	M4	340 Conv. Cab, SFFA, TRA: GVWR (min, lbs): 52,000; Engine: PACCAR PX-8 8.3L Diesel, 240 Hp; Transmission: Fuller FS5406A 6-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 40,000 (Dana DSP40); Wheelbase (min, inches): 156	
Peterbilt	M5	365 Conv. Cab, SFFA, SRA: GVWR (min, lbs): 33,000; Engine: Cummins ISM 10.8L Diesel, 310 Hp; Transmission: Fuller FRO11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 21,000 (Dana S21-170); Wheelbase (min, inches): 132	
Peterbilt	M6	365 Conv. Cab, SFFA, TRA: GVWR (min, lbs): 58,600; Engine: Cummins ISM 10.8L Diesel, 320 Hp; Transmission: Fuller FRO11210C 10-sp manual; Axles / GAWR (lbs): Front: 14,600 (Dana E1462I) / Rear: 44,000 (Dana DSH44); Wheelbase (min, inches): 156	

Peterbilt	M7	367 Conv. Cab, SFFA, TRA: GVWR (min, lbs): 52,000; Engine: Cummins ISM 10.8L Diesel, 320 Hp; Transmission: Fuller FRO11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana I1202W) / Rear: 40,000 (Dana DSP40); Wheelbase (min, inches): 156	
Peterbilt	M8	384 Conv. Cab, SFFA, TRA: GVWR (min, lbs): 52,000; Engine: Cummins ISM 10.8L Diesel, 320 Hp; Transmission: Fuller FRO11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 40,000 (Dana DSP40); Wheelbase (min, inches): 156	
Peterbilt	M9	386 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 52,000; Engine: Cummins ISM 10.8L Diesel, 320 Hp; Transmission: Fuller FRO11210B 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 40,000 (Dana DSP40); Wheelbase (min, inches): 150	
Peterbilt	M10	389 Conv. Cab, SBFA, SRA: GVWR (min, lbs): 35,000; Engine: Cummins ISX 350Hp; Transmission: Fuller RTLO18913A 13-Sp manual; Axles / GAWR (lbs): Front: 14,600 (Dana E14621) / Rear: 21,000 (Dana S21-170); Wheelbase (min, inches): 150	
Peterbilt	M11	389 Conv. Cab, SBFA, TRA: GVWR (min, lbs): 54,600; Engine: ISX 350 Hp; Transmission: Fuller RTLO18913A 13-Sp manual; Axles / GAWR (lbs): Front: 14,600 (Dana E14621) / Rear: 40,000 (Dana D40-170); Wheelbase (min, inches): 150	
Peterbilt	M12	210 COE, SRA:, lbs): GVWR (min, lbs): 28,000; Engine: PACCAR PX-6 6.7L Diesel, 200 Hp / 520 lb-ft; Transmission: ZF 6-sp manual; Axles / GAWR (lbs): Front: 8,000 (D800F) / Rear: 14,000 (S14); Wheelbase (min, inches): 150	
Peterbilt	M13	220 COE, SRA:, lbs): GVWR (min, lbs): 31,000; Engine: PACCAR PX-6 6.7L Diesel, 240 Hp / 560 lb-ft; Transmission: ZF 6-sp manual; Axles / GAWR (lbs): Front: 10,000 (E1002I) / Rear: 21,000 (21060S); Wheelbase (min, inches): 150	
Peterbilt	M14	320 COE, SRA: GVWR (min, lbs): 33,000; Engine: Cummins ISL 9.0L Diesel, 240 Hp; Transmission: Allison 3000RDS-P 5-sp auto; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 21,000 (Dana S221-170); Wheelbase (min, inches): 146 (Offeror shall include hybrid versions with Form-E options)	
Peterbilt	M15	320 COE, TRA: GVWR (min, lbs): 52,000; Engine: ISL 9.0L 345 Hp Transmission: Allison 3000RDS-P 5-sp auto; Axles / GAWR (lbs): Front: 12,000 (Dana E1202I) / Rear: 40,000 (Dana DSP40); Wheelbase (min, inches): 166 (Offeror shall include hybrid versions with Form-E options)	
UD (Nissan)	N1	1800CS (D) COE, SRA: GVWR (min, lbs): 17,995; Engine: Nissan MD-175 4.7L Diesel, 175 Hp/376 lb-ft; Transmission: Nissan MHS62A 6-sp manual; Axles / GAWR (lbs): Front: 7,275 / Rear: 13,000; Wheelbase (min, inches): 142	
UD (Nissan)	N2	1800 (E) COE, SRA: GVWR (min, lbs): 17,995; Engine: Nissan MD-230 7.6L Diesel, 230 Hp/506 lb-ft; Transmission: Nissan MLS63B 6-sp manual; Axles / GAWR (lbs): Front: 7,275 / Rear: 13,000; Wheelbase (min, inches): 148	
UD (Nissan)	N3	2000 (E) COE, SRA: GVWR (min, lbs): 19,500; Engine: Nissan MD-230 7.6L Diesel, 230 Hp/ 506 lb-ft; Transmission: Nissan MLS63B 6-sp manual; Axles / GAWR (lbs): Front: 7,275 / Rear: 13,000; Wheelbase (min, inches): 148	
UD (Nissan)	N4	2300DH (D) COE, SRA: GVWR (min, lbs): 23,000; Engine: Nissan MD-230 7.6L Diesel, 230 Hp/506 lb-ft; Transmission: Nissan MLS63B 6-sp manual; Axles / GAWR (lbs): Front: 7,715 / Rear: 16,535; Wheelbase (min, inches): 147	
UD (Nissan)	N5	2300LP (D) Low Profile COE, SRA: GVWR (min, lbs): 23,000; Engine: Nissan MD-230 7.6L Diesel, 230 Hp/ 506 lb-ft; Transmission: Nissan MLS63B 6-sp manual; Axles / GAWR (lbs): Front: 9,480 / Rear: 18,080; Wheelbase (min, inches): 150	
UD (Nissan)	N6	2600 (E) COE, SRA: GVWR (min, lbs): 25,995; Engine: Nissan MD-230 7.6L Diesel, 230 Hp/ 506 lb-ft; Transmission: Nissan MLS63B 6-sp manual; Axles / GAWR (lbs): Front: 9,480 / Rear: 18,080; Wheelbase (min, inches): 150	
UD (Nissan)	N7	2600LP (E) Low Profile COE, SRA: GVWR (min, lbs): 25,995; Engine: Nissan MD-230 7.6L Diesel, 230 Hp/ 506 lb-ft; Transmission: Nissan MLS63B 6-sp manual; Axles / GAWR (lbs): Front: 9,480 / Rear: 18,080; Wheelbase (min, inches): 150	
UD (Nissan)	N8	3300 (E) COE, SRA: GVWR (min, lbs): 32,900; Engine: Nissan MD-230 7.6L Diesel, 230 Hp/ 506 lb-ft; Transmission: Nissan MLS63B 6-sp manual; Axles / GAWR (lbs): Front: 11,900 / Rear: 21,000; Wheelbase (min, inches): 150	
Volvo	O1	VHD 42 Conv. Cab, SRA: GVWR (min, lbs): 35,000; Engine: Volvo D13, 13L, 335 Hp; Transmission: Fuller RTO-14908LL, 10-sp manual; Axles / GAWR (lbs): Front: 14,600 (Meritor FG941) / Rear: 23,000 (Meritor RS23-186); Wheelbase (min, inches): 134	
Volvo	O2	VHD 64 Conv. Cab, TRA: GVWR (min, lbs): 60,000; Engine: Volvo D13, 13L, 335 Hp; Transmission: Fuller RTO-14908LL, 10-sp manual; Axles / GAWR (lbs): Front: 20,000 (Meritor FH941) / Rear: 40,000 (Volvo VBT4012R); Wheelbase (min, inches): 134	
Western Star	P1	4900FA Conv. Cab, SFFA, TRA: GVWR (min, lbs): 52,000; Engine: Detroit Diesel DD15, 14.8L, 455 Hp/1550 lb ft; Transmission: Fuller FR15210B, 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Meritor MFS-12-143A) / Rear: 40,000 (Meritor RT-40-145); Wheelbase (min, inches): 188	
Western Star	P2	4900SA Conv. Cab, SBFA, TRA: GVWR (min, lbs): 52,000; Engine: Detroit Diesel DD15, 14.8L, 455 Hp/1550 lb ft; Transmission: Fuller FR15210B, 10-sp manual; Axles / GAWR (lbs): Front: 12,000 (Meritor MFS-12-143A) / Rear: 40,000 (Meritor RT-40-145); Wheelbase (min, inches): 171	
Western Star	P3	6900XD Conv. Cab, SBFA, TRA: GVWR (min, lbs): 66,000; Engine: Detroit Diesel DD15, 14.8L, 455 HP/1550 lb-ft; Transmission: Fuller FR15210B, 10-sp manual; Axles / GAWR (lbs): Front: 20,000 (Meritor FL941) / Rear: 46,000 (Meritor RT-46-160); Wheelbase (min, inches): 171	

Western Star	P4	MT45 Stripped Chassis: GVWR (min, lbs): 14,140; Engine: Cummins ISB 6.7L Diesel, 200 Hp / 520 lb-ft (1600 rpm); Transmission: Allison 1000 HS 5-sp auto; Axles / GAWR (lbs): Front: 8000 (AF 8.0-2); Rear: 10,000 (Meritor MS 10-13); Wheelbase: 138	
Western Star	P5	MT55 Stripped Chassis: GVWR (min, lbs): 20,500; Engine: Cummins ISB 6.7L Diesel, 200 Hp / 520 lb-ft (1600 rpm); Transmission: Allison 2100 HS 5-sp auto; Axles / GAWR (lbs): Front: 8000 (AF 8.0-2); Rear: 13,500 (ARS 13.5-2); Wheelbase: 158	

FORM-F: CHECK RETURN AUTHORIZATION FORM	Procurement No.:	HT11-09
--	-------------------------	----------------

Title: Medium and Heavy Trucks and Truck Bodies

Offeror:

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

Cashier's or Certified Check:

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

Bank: _____

Send Check To:

ATTN: _____

Mailing Address: _____

City-State-Zip: _____

Telephone: _____

Signature: _____

Title: _____

Date: _____

For H-GAC Use Only

Date Check Received: _____ Initial: _____

All requirements for documentation satisfied: _____

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

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

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

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

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

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, 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__