

:

BID / RFP NOTICES

Buses - Shuttle, Transit, Trams & Other Speciality Buses - BT01-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Portable Construction & Maintenance Equipment - CM02-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Fleet Services Equipment - FL03-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Law Enforcement Speed Detection & Video Equipment - EF04-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Traffic Control, Enforcement & Signal Preemption Equipment - PE05-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Earth Moving & Construction Equipment - EM06-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

School Buses - BS08-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Emergency Medical & Rescue Equipment - EE08-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Wireless & VoIP Telecommunication Equipment and Services - CW10-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Rentals-Equipment & Portable Facilities - RN11-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Fire Service Apparatus (All Types) - FS12-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Marketing, Advertising & Promotional Services - MC12-19

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Grounds & Turf Equipment - GR01-20

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Job Order Contracting Services - JC02-20

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Automotive Parts and Accessories for Light, Medium & Heavy Duty Vehicles, Fire Apparatus and Related Services - AP02-20

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

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Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

Community Planning Services - CP04-20

Procurement Number:

Pre-Bid/Proposal Conference Date:

Response Due:

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New Contracts Effective:

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Pre-Bid/Proposal Conference Date:

Response Due:

Response Opening:

New Contracts Effective:

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- 5.1 Invitation Number
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5.6 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.

5.7 Offeror 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.

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6 FORM-C: Response Checklist

- 6.1 Invitation Number

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6.3 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-responsive. Offeror's signatory must review each item below, and certify by initialing in the space to the right.

7 FORM-D: OFFERED ITEMS PRICING

7.1 Instructions: (Fill in unshaded data fields areas only).

7.2 For catalog line items: Offeror shall price the current version (at the time of this invitation's open bid period) of the chosen catalog(s) listed below, and shall include, per Section-B: (a) printed and electronic copy of each catalog; (b) a separate list price sheet/book if not part of the manufacture catalog (printed and electronic copy); (c) percentage discount off list prices, on Form-D; (d) additional pricing (installation, etc.) on Form-E.

7.3 NOTE: Pricing on this document shall be in one of two forms: (1) for catalog / price book line items (subsections A, B, C, D, E), price a % discount off list; (2) for non-catalog line items (i.e. specific models/systems, such as wash systems), price as a specific H-GAC price (\$X). On catalog bids, Offeror shall include a copy of catalog, and if separate, an associated list price document (in printed and electronic formats). Catalog line items below that are submitted by Offeror with a zero-percent discount shall be deemed as non-compliant. The catalog and associated list price book in effect at the time of H-GAC's open bid period shall apply. Offeror shall refer to Section-B for additional requirements. As per Section-B, for vehicle lifts and wash systems, Offeror shall include pricing (on Form-E) for installation and other related services.

7.4 A: Vehicle Lift and Support Equipment

7.5 B: Tire and Wheel Equipment:

7.6 C: Exhaust Extraction Equipment

7.7 D: Lubrication and Fluid Management Equipment:

7.8 E: Miscellaneous Catalogs

7.9 F: Vehicle Wash Systems - Note: These base unit configurations shall include, unless noted, all standard and necessary factory components needed to make these complete, functional systems, priced with all standard manufacturer wash equipment components for basic operation, such as standard operator controls, rails, pumps, brushes, et cetera, but exclusive of freight. This Form-D price shall be exclusive of additional site work, such as installation, demolition, additional plumbing and electrical work, et cetera - which Offeror shall price separately on Form-E (Reference language in this Invitation's Section-B). Offeror shall price each wash system as a complete equipment price (not a % discount). Offeror shall submit, for each line item system priced below, a detailed quote sheet showing all components included.

7.10 G: Miscellaneous Support Solutions, Including Fleet GPS Tracking, Et Cetera - GPS and video solutions shall be complete, turn-key pricing and shall include, on this Form-D: (1) all hardware (including digital recorders and standard GPS in-vehicle unit (on video systems, a camera \$/vehicle or \$/camera, et cetera) standard wiring, cabling, harnesses, etc., for a single vehicle base system application), and (2) associated standard Home office software and mobile applications (Application Service Provider (ASP)/Single-Instance, Single-Tenant Legacy application and/or Software-as-a-Service (SaaS). Any required activation, service / monitoring, and maintenance fees shall be included as well on Form-D. Options, such as multi-seat licenses, additional vehicle pricing (e.g. 2+, 5+, 10+ vehicles, et cetera), additional software modules, et cetera, shall be priced on Form-E, along with all available options. All bid responses shall include detailed descriptions of (and technical specifications for) the equipment comprising their Form-D price. For all solutions listed below, in terms of software, unless otherwise noted below, if per-seat or per-vehicle restricted licensing is applicable, then price a single seat or single vehicle license on this form and use Form-E for pricing optional licensing levels. As needed, Offeror may include attachments for additional Form-D pricing clarification / itemization. Offeror shall include a separate quotation document detailing all the components, hardware, software, required fees / licensing that are included in the Base Unit system described and priced on this Form-D Document as the Base Unit solution. NOTE: fees that are usually monthly in nature must be priced in a yearly and multi-year figures to accommodate the HGAC purchase order system (single PO, with associated single fee remittance to HGAC). Such fees that are required shall be priced in this manner as inclusive of this Form-D standard Base Unit pricing. Optional fees shall be priced the same way, but on Form-E)

8 FORM-E: Published Options

8.1 Offeror

8.2 Invitation Title

8.3 Notes

9 FORM-H: Service and Marketing Plan

9.1 Offeror

9.2 Invitation Number

9.3 Service and Marketing Plan

10 H-GAC Forms

10.1 Use a single Form-E for ALL Option/Accessory items and quote each on a single, separate line. DO NOT use multiple Form-E.

Add or Insert additional lines if necessary.

11 Form W-9

12 Form CIQ

13 Form 1295

14 House Bill 89 Verification Form

15 Federal Rules and Regulations

15.1 Shall comply with 20.06 2 CFR 200.317 - Procurements by States

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1.1.1 Procurement Schedule

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1.1.1.4 Close of Open Bid Period:

1.1.1.5 Public Response Opening:

1.1.1.6 Award recommendation to HGAC Board:

1.1.1.7 Target Contract Start Date & Term:

1.1.2 INTRODUCTION

1.1.2.1 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.

1.1.3 DEFINITIONS, ABBREVIATIONS & ACRONYMS

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

1.1.3.1.1 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

1.1.3.1.2 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.

1.1.3.1.3 Approved - Acceptable to the authority having jurisdiction.

1.1.3.1.4 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.

1.1.3.1.5 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.

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

1.1.3.1.7 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.

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

1.1.3.1.9 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.

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

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

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

1.1.3.1.13 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.

1.1.3.1.14 End User - (See - Participant Member)

1.1.3.1.15 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.

- 1.1.3.1.16 Manufacturer - The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.
- 1.1.3.1.17 May - A term indicating a permissive use or an acceptable alternative to a specified requirement.
- 1.1.3.1.18 Member - An authorized Participant in the Program. (See Participant End User)
- 1.1.3.1.19 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.
- 1.1.3.1.20 Must - A term indicating a mandatory requirement.
- 1.1.3.1.21 Offer or Offering - Any product or service offered in reply to this Invitation.
- 1.1.3.1.22 Offeror - Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.
- 1.1.3.1.23 Participant - Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with H-GAC.
- 1.1.3.1.24 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.
- 1.1.3.1.25 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.
- 1.1.3.1.26 Proposer - Any entity that submits a competitive proposal in response to this Invitation. (See also Offeror)
- 1.1.3.1.27 Purchaser - The End User having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also: End User)
- 1.1.3.1.28 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].
- 1.1.3.1.29 Quotation - See: Contract Pricing Worksheet.
- 1.1.3.1.30 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.
- 1.1.3.1.31 Response - All or part of any offering submitted in response to this Invitation.
- 1.1.3.1.32 Shall - A term indicating a mandatory requirement or action.
- 1.1.3.1.33 Should - A term indicating a recommended or advised response to a specified requirement.

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

1.1.4 Acronyms

- 1.1.4.1 ANSI - American National Standards Institute
- 1.1.4.2 ASTM - American Society for Testing and Materials
- 1.1.4.3 ASME - American Society of Mechanical Engineers
- 1.1.4.4 CFR - U.S. Code of Federal Regulations
- 1.1.4.5 DOJ - U.S. Department Of Justice
- 1.1.4.6 DOT - U.S. Department Of Transportation
- 1.1.4.7 EPA - U.S. Environmental Protection Agency
- 1.1.4.8 FAA - Federal Aviation Administration
- 1.1.4.9 FMVSS - U.S. Federal Motor Vehicle Safety Standards
- 1.1.4.10 H-GAC - Houston-Galveston Area Council of Governments
- 1.1.4.11 IEEE - Institute of Electrical and Electronics Engineers
- 1.1.4.12 MVD - Motor Vehicle Division of Texas Department of Transportation
- 1.1.4.13 NFPA - National Fire Protection Association
- 1.1.4.14 NHTSA - National Highway Traffic Safety Administration
- 1.1.4.15 NIOSH - National Institute For Occupational Safety And Health
- 1.1.4.16 NIST - National Institute of Standards and Technology
- 1.1.4.17 NTEA - National Truck Equipment Association
- 1.1.4.18 OSHA - U.S. Occupational Safety and Health Administration
- 1.1.4.19 RRC - Railroad Commission of Texas
- 1.1.4.20 SAE - Society of Automotive Engineers
- 1.1.4.21 TBPC - Texas Building and Procurement Commission (formerly GSC)
- 1.1.4.22 TxDOT - Texas Department Of Transportation
- 1.1.4.23 UL - Underwriter's Laboratories Inc.
- 1.1.4.24 VTCS - Vernon's Texas Civil Statutes

1.1.5 NON-BINDING ORAL COMMENTS

1.1.5.1 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.

1.1.6 STRUCTURE OF RESPONSE

1.1.7 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 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:

1.1.7.1 Single Respondent Acting Alone Or As - Lead - For A Group

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

1.1.7.2 Multiple Respondents Acting Jointly

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

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

1.1.8 BASIC REQUIREMENTS & CONDITIONS

1.1.8.1 The final requirements and specifications contained herein may be different, perhaps materially, from those in the Invitation to Attend Pre-Bid / Pre-Proposal Conference, if any. It is Offeror's 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.

1.1.8.2 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.

1.1.8.3 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.

1.1.8.4 H-GAC shall not be liable for Offeror's incomplete documentation, or for any costs associated with preparation

and submission of any Response hereto. Additionally, all components of any Response become the property of H-GAC, and shall be considered to be in the public domain.

1.1.8.5 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.

1.1.8.6 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.

1.1.8.7 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.

1.1.8.8 Offeror is advised that all H-GAC contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

1.1.8.9 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 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.

1.1.8.10 Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by H-GAC or any End User.

1.1.8.11 This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

1.1.8.12 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.

1.1.8.13 The term - Offeror, or derivative thereof, shall become synonymous with Contractor Offeror recommended for a contract pursuant to this Invitation.

1.1.8.14 H-GAC reserves the right to:

1.1.8.14.1 Reject any and all offers received in response to this Invitation.

1.1.8.14.2 Reject any part of an offer received in response to this Invitation.

1.1.8.14.3 Determine the correct price and/or terminology in the event of any discrepancies in any response.

- 1.1.8.14.4 Accept a response from, and enter into agreement with, other than the lowest price Offeror.
- 1.1.8.14.5 Accept responses and award contracts to as many or as few Offerors as H-GAC may select.
- 1.1.8.14.6 Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- 1.1.8.14.7 Hold discussions with Offerors, although award may be made without discussion.
- 1.1.8.14.8 Request an Offeror to give a presentation of the Response at a time and place scheduled by H-GAC.
- 1.1.8.14.9 Exercise any of these rights at any time without liability to any Offeror.

1.1.8.15 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.

1.1.9 OFFEROR'S AUTHORIZED SIGNATORY

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

1.1.10 SURETY FOR INSURANCE

1.1.10.1 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.

1.1.11 CONFIDENTIAL / PROPRIETARY MATERIALS

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

1.1.12 REFERENCES

1.1.12.1 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.

1.1.12.2 Offeror may provide reference information in whatever format desired, but each should include the following specific information:

- 1.1.12.2.1 Agency name

1.1.12.2.2 Contact person name

1.1.12.2.3 Street Address

1.1.12.2.4 City, State, Zip Code

1.1.12.2.5 Phone & Fax numbers

1.1.12.2.6 Description of product(s) or service(s) and date sold

1.1.12.3 Other information, including criticism however learned, may be used by H-GAC in evaluation of responses.

1.1.13 INSURANCE

1.1.13.1 Unless otherwise stipulated in Section B, Offeror/Contractor must have the following insurance and coverage minimums:

1.1.13.1.1 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.

1.1.13.1.2 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.

1.1.13.1.3 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.

1.1.13.2 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.

1.1.13.3 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.

1.1.13.4 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.

1.1.13.5 H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

1.1.14 OFFEROR CERTIFICATIONS

1.1.14.1 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.

1.1.14.2 Non-Collusive Response

1.1.14.2.1 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.

1.1.14.2.2 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.

1.1.14.2.3 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.

1.1.14.3 Non-Biased Specifications

1.1.14.3.1 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.

1.1.14.4 No Financial Interest or Other Conflict

1.1.14.4.1 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.

1.1.14.4.2 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.

1.1.14.5 Debarment and Suspension Status

1.1.14.5.1 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.

1.1.14.5.2 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.

1.1.14.5.3 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.

1.1.14.5.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

1.1.14.6 Insurance Coverages

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

1.1.14.7 Licensing & Permits

1.1.14.7.1 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.

1.1.15 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

1.1.15.1 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.

1.1.15.2 Offeror must complete Form B and provide any materials or services related to sales that may be made thru H-GAC' s Cooperative Purchasing Program.

1.1.16 NON-RESIDENT RECIPROCAL SALES ACT

1.1.16.1 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 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.

1.1.17 TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

1.1.17.1 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.

1.1.17.2 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

1.1.18 INTENT AND SCOPE OF SPECIFICATIONS

1.1.18.1 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.

1.1.18.2 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.

1.1.18.3 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.

1.1.18.4 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.

1.1.19 REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

1.1.19.1 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:

1.1.19.1.1 Be new, unused, and not refurbished.

1.1.19.1.2 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.

1.1.19.1.3 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.

1.1.19.1.4 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.

1.1.19.1.5 Be designed and constructed using current industry accepted engineering and safety practices, and materials.

1.1.19.1.6 Be available for inspection at any time prior to or after procurement.

1.1.20 PRODUCT CODES

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

1.1.20.1.1 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 or Downgrade to ABC on Form E.

1.1.20.1.2 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.

1.1.20.1.3 Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on Form D.

1.1.20.1.4 Selection of Product Codes for which to submit an offer is at Offeror sole discretion.

1.1.21 SPECIFIC DESCRIPTIVE REFERENCES

1.1.21.1 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.

1.1.22 MANUALS

1.1.22.1 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.

1.1.23 STANDARD FEATURES & OPTIONS

1.1.23.1 The following requirements are applicable primarily to physical goods.

1.1.23.2 Standard Features

1.1.23.2.1 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.

1.1.23.2.2 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.

1.1.23.2.3 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 specifications. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.

1.1.24 Options - General

1.1.24.1 Options are considered to be any features or accessories, other than H-GAC's and Manufacturer's Standard features or accessories.

1.1.24.2 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.

1.1.24.3 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.

1.1.25 Required Options

1.1.25.1 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.

1.1.25.2 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.

1.1.26 Other Options

1.1.26.1 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.

1.1.26.2 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.

1.1.27 Published & Unpublished Options

1.1.27.1 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.

1.1.27.2 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.

1.1.27.3 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.

1.1.28 WARRANTIES, SALES & SERVICE

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

1.1.28.1.1 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.

1.1.28.1.2 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.

1.1.28.1.3 Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements

which may be stipulated elsewhere herein.

1.1.28.1.4 Any warranties offered by a dealer shall be in addition to the manufacture'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.

1.1.28.1.5 Complete warranty information will be supplied to End User with each Product sold.

1.1.28.1.6 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.

1.1.28.1.7 Offeror/Contractor is encouraged to offer extended warranties as an option.

1.1.28.1.8 Neither H-GAC nor End User assume any warranty or liability on Contractor assumed in writing, initiated by Contractor, and agreed to in writing by H-GAC or the End User respectively.

1.1.28.1.9 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.

1.1.29 H-GAC ORDER PROCESSING CHARGE

1.1.29.1 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.

1.1.30 PRE-PAYMENTS AND DISCOUNTS

1.1.30.1 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.

1.1.30.2 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.

1.1.30.3 For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

1.1.31 INSPECTION / TESTING

1.1.31.1 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.

1.1.32 PRODUCT DELIVERY

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

1.1.32.1.1 Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be F.O.B. Destination, Freight Prepaid. If End User will be paying for shipping/delivery, shipping terms must be F.O.B Destination - Freight Collect.

1.1.32.1.2 The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.

1.1.32.1.3 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.

1.1.32.1.4 Contractor shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

1.1.32.1.5 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.

1.1.32.1.6 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.

1.1.33 OFFERED PRODUCT ITEM VARIANCES

1.1.33.1 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.

1.1.34 REQUIREMENTS FOR SUBMISSION OF A RESPONSE

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

1.1.35.1 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.

1.1.35.2 The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

1.1.35.3 All required H-GAC FORMS and documents shall be properly completed, without exception or Offeror Response may be deemed non-compliant. Offeror may not modify the format of any H-GAC FORM in any way. Offeror may photocopy or print blank FORMS as needed. Information submitted on the printed copies of the FORMS may not be handwritten except for signatures and initials. It is Offeror's responsibility to insure that printed FORMS are clear and legible. Handwritten and illegible entries may be rejected. Offeror's printed, stamped or typed name shall appear on every FORM submitted in the Response.

1.1.35.4 The entire response submission shall also be submitted on electronic media, including all required H-GAC FORMS. Offeror is strongly advised to make and work with copies of the original electronic FORMS. The originals can then be used to make additional electronic or printed copies of the blank FORMS. Signatures are not required on the electronic FORMS.

1.1.35.5 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.

1.1.35.6 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:

1.1.35.6.1 The procedure to be used by an End User requiring repairs.

1.1.35.6.2 Typical turn-around time on repairs.

1.1.35.6.3 Service Department days and hours of operation.

1.1.35.6.4 Number of qualified / factory trained service personnel normally on hand.

1.1.35.6.5 Description of the parts inventory on hand.

1.1.35.6.6 Training services, facilities and personnel available.

1.1.35.7 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):

1.1.35.7.1 Name and address of Offeror.

1.1.35.7.2 Date and hour of public response opening.

1.1.35.7.3 Bid/Proposal Invitation number.

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

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

1.1.36 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.

1.1.37 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.

1.1.38 Offeror shall provide firm contract pricing for all Products and Options being offered.

1.1.39 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.

1.1.40 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.

1.1.41 First Section:

1.1.41.1 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.

1.1.41.2 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.

1.1.41.3 Form C Response Checklist: Certification, and also an aid, to insure that all required information has been included in your Response.

1.1.41.4 Form W-9 Request for Taxpayer Identification Number and Certification: Should be completed by each party to the response.

1.1.41.5 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.

1.1.41.6 Form 1295 Certificate of Interested Parties: Must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and provided from each entity that has submitted a Form A

for this submission.

1.1.41.7 House Bill HB 89 Verification Form completed and signed and provided from each entity that has submitted a Form A for this submission.

1.1.41.8 References, formatted as described elsewhere herein.

1.1.41.9 Service Organization Document, formatted as described elsewhere herein.

1.1.42 Second Section:

1.1.42.1 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.)

1.1.42.2 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.)

1.1.43 Third Section:

1.1.43.1 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.

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

1.1.44 Fourth Section:

1.1.44.1 Copies of any applicable Texas MVD Licenses.

1.1.44.2 Electronic Media, containing the complete response including all required FORMS, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)

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

1.3 CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

1.3.1 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.

1.3.2 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.

1.3.3 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.

1.3.4 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.

1.3.5 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.

1.4 INCONSISTENT INFORMATION

1.4.1 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.

1.5 REJECTION OF RESPONSES

1.5.1 H-GAC may reject a response if:

1.5.1.1 Offeror misstates or conceals any material fact in the Response, or if,

1.5.1.2 Offeror does not strictly conform to law or the requirements of this Invitation.

1.5.2 H-GAC may reject any and all responses, and may reject any part of a response.

1.5.3 H-GAC, at its sole discretion, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

1.5.4 The following occurrences require disqualification of the bid/proposals:

1.5.4.1 Unsigned or unauthorized signatures on bids/proposals;

1.5.4.2 Bids received after the date and time for opening

1.5.4.3 Bids where prices are conditional on award of another bid or are subject to unlimited escalation

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

1.6 WITHDRAWAL OR MODIFICATION OF RESPONSES

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

1.7 RESPONSE EVALUATION

1.7.1 For Bid Responses:

1.7.1.1 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.

1.7.1.2 If the contract will be awarded based on best value, Section B will state any relevant criteria which H-GAC will consider.

1.7.1.3 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.

1.7.1.4 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 sole discretion.

1.7.2 For Proposal Responses:

1.7.2.1 H-GAC will evaluate proposals as detailed in Section B.

1.7.2.2 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.

1.8 ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

1.9 AWARD OF CONTRACT

1.9.1 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.

1.9.2 H-GAC shall award contract(s) for line items or groups of line items, at its sole discretion.

1.9.3 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 forty-five (45) calendar days after presentation by H-GAC. If a contract is not executed within forty-five (45) calendar days, H-GAC may rescind the contract offer and award a contract to the next Offeror in order of rank as determined by H-GAC.

1.9.4 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.

1.9.5 The contract shall include the following documents in the stated order of precedence:

1.9.5.1 The contract document signed by H-GAC and Offeror.

1.9.5.2 This Invitation and all specifications referenced herein.

1.9.5.3 Offeror's response to this Invitation.

1.9.6 PRO-FORMA CONTRACT

1.9.6.1 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.

1.9.7 CONTRACT TERM

1.9.7.1 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.

1.9.8 PERFORMANCE & PAYMENT BOND

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

1.9.9 CHANGE ORDERS

1.9.9.1 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.

1.9.10 DUPLICATION OF TERMS OR STATEMENTS

1.9.10.1 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.

1.9.11 PUBLICITY

1.9.11.1 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.

1.9.12 TAXES

1.9.12.1 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.

1.9.13 DRUG FREE WORKPLACE

1.9.13.1 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.

1.9.14 PRODUCT NOTICES & MAILINGS

1.9.14.1 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.

1.9.15 HANDLING OF ORDERS & PAYMENTS

1.9.16 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:

1.9.16.1 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.

1.9.16.2 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.

1.9.16.3 End User will send a purchase document to Contractor, which Contractor will send H-GAC together with the Contract Pricing Worksheet. NOTE: Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor H-GAC contract, except for pricing discounts.

1.9.16.4 H-GAC will prepare an Order Confirmation and send it to End User and to Contractor. The Order Confirmation

verifies that Contractor has a valid H-GAC contract and that the order is in compliance with the requirements of the H-GAC Cooperative Purchasing Program. Contractor will not ship any goods before receipt of both End User's purchase document and H-GAC's Order Confirmation.

1.9.16.5 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.

1.9.16.6 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.

1.9.16.7 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.

1.9.16.8 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.

1.9.17 PRICE CHANGES

1.9.17.1 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.

1.9.17.2 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.

1.9.17.3 If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor to accept amended contract pricing equivalent to the routinely discounted pricing.

1.9.17.4 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.

1.9.17.5 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.

1.9.17.6 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.

1.9.17.7 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.

1.9.17.8 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 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.

1.9.17.9 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.

1.9.17.10 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.

1.9.18 CONTRACT ITEM CHANGES

1.9.18.1 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.

1.9.18.2 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.

1.9.18.3 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.

1.9.18.4 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.

1.9.19 FORCE MAJEURE

1.9.19.1 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.

1.9.20 PERFORMANCE UNDER CONTRACT

1.9.21 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:

1.9.21.1 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.

1.9.21.2 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.

1.9.21.3 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.

1.9.21.4 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.

1.9.21.5 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.

1.9.21.6 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.

1.9.21.7 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.

1.9.21.8 Reporting Requirements:

1.9.21.9 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:

1.9.21.9.1 End User name

1.9.21.9.2 Product/Service purchased, including Product Code if applicable

1.9.21.9.3 End User Purchase Order Number

1.9.21.9.4 Purchase Order Date

1.9.21.9.5 Product/Service dollar amount

1.9.21.9.6 HGACBuy Order Processing Charge amount

1.9.21.9.7 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.

1.9.21.9.8 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.

1.9.22 CONTRACTOR ORIENTATION/TRAINING

1.9.22.1 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.

1.9.23 LEGAL & CONTRACTUAL REMEDIES

1.9.24 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

1.9.24.1 Procedure

1.9.24.1.1 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 Chief Operations Officer (COO) of H-GAC by certified mail which identifies the following:

1.9.24.1.2 Name, mailing address and business phone number of the complainant.

1.9.24.1.3 Appropriate identification of the procurement being questioned.

1.9.24.1.4 A precise statement of reasons for the protest.

1.9.24.1.5 The grievance must be based on an alleged violation of H-GAC 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 Chief Operations Officer will initiate the informal resolution process.

1.9.24.2 Expedited Resolution

1.9.24.2.1 The Procurement Officer or Departmental Director 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 Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

1.9.24.2.2 If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer 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.

1.9.24.3 Appeals

1.9.24.3.1 The complainant may appeal the Chief Operating Officer'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.

1.9.24.3.2 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.

1.9.24.3.3 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.

1.9.24.4 RESOLUTION OF CONTRACT DISPUTES

1.9.24.4.1 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.

1.9.24.4.2 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.

1.9.24.5 SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

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

1.9.25 NATIONWIDE SALES OPPORTUNITIES

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

1.9.25.1.1 Contractor may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which Contractor operates requires a contract assignment for any particular sale, H-GAC will expect Contractor to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by H-GAC.

1.9.25.1.2 Contractor's differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacture's sales incentives) related to any sale may be charged to buyer.

2 SECTION-B: PRODUCT SPECIFIC REQUIREMENTS for Fleet Services Equipment

2.1 INTRODUCTION AND SCOPE

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

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

2.1.2.1 Vehicle Lift and Support Equipment

2.1.2.2 Tire and Wheel Equipment

2.1.2.3 Exhaust Extraction Equipment

2.1.2.4 Lubrication and Fluid Management Equipment

2.1.2.5 Miscellaneous Catalogs

2.1.2.6 Vehicle Wash Systems

2.1.2.7 Miscellaneous, Including Fleet GPS Tracking

2.2 DEFINITIONS AND ACRONYMS

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

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

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

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

2.2.5 Contractor: Manufacturer and/or manufacturer's dealer who submit a bid offer (Offeror) and subsequently contracts with H-GAC to supply equipment to H-GAC Members for the bid prices.

2.2.6 End Users: Re: Members

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

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

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

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

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

2.2.12 Members: Local government participants in H-GAC Program, who purchase, at will, from the program's equipment and service contract.

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

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

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

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

2.2.17 Response: Offerors formal bid price submittal to this solicitation.

2.3 GENERAL REQUIREMENTS

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

2.3.1.1 Conform in quality and workmanship to the accepted standards of the industry.

2.3.1.2 Be manufacturer's normal equipment offering, inclusive of all standard features and functions, ready for operation upon delivery / installation.

2.3.1.3 As described in Section-A, include detailed parts and labor warranty information.

2.3.1.4 For specific systems (i.e. wash systems and GPS / software solutions), include manufacturer specifications on equipment, showing standard features, components, and as applicable, performance levels.

2.3.1.5 Include both printed and electronic media copies of all bid documents, including catalogs and price books (PDF

format is not acceptable on H-GAC forms).

2.3.1.6 Comply with applicable state and federal laws and regulations with respect to design, safety, health, and the environment, and shall be price as compliance with said requirements. As required, equipment shall be inspected in accordance with all applicable laws, upon delivery. Such inspections shall be the responsibility of H-GAC Contractors.

2.3.1.7 Be accompanied by an adequate level of product instruction by a manufacturer representative as to afford each H-GAC Member adequate knowledge for safe and proper operation of equipment. At a minimum, this shall include an owner's manual, the cost of which shall be included in the base unit. (i.e. Form-D price). Beyond that, normally offered on-site training, et cetera, shall be priced on Form-E.

2.4 MINIMUM DESIGN AND PERFORMANCE REQUIREMENTS

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

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

2.5 PRICING

2.5.1 Offeror's pricing shall be equal to or better than the Offeror's pricing discounts normally extended to local governments.

2.5.2 All pricing shall be exclusive of freight, which will be added as a separate PO item at the time of each purchase, specific to the individual H-GAC Member's location, calculated as per carrier invoice. As per Section-A, HGAC orders shall be FOB destination, freight prepaid, with shipping arranged by Contractor (freight billed to Member) and responsibility for the shipment being with the Contractor up to the end user delivery point exchange.

2.5.3 For purposes of this Invitation and any subsequent contract, all items offered shall be identified by a three (3) character alpha-numeric Product Code, as preformatted on Form-D. The first character represents the general equipment category (Ref. Sub-Section 1). The second and third (numeric) characters represent the specific brand and system designation, or brand and catalog.

2.5.4 Please note: Form-D is the desired format for specific, preapproved brands and catalogs, (or specific models / solutions). Form-E is intended for the pricing of options that are directly related to Form-D line items. Form-E is not intended as a medium for Offeror to price non-approved competing equipment, as this does allow for competitive bidding from other

potential dealers (for example: if a dealer prices brand A lifts on Form-D, then a different brand, B, may not also be listed on Form-E).

2.5.5 As described in Section-A, for each purchase order under an awarded contract, H-GAC will invoice contractors directly for the 1.5% H-GAC purchase order processing charge. It is each Offeror's responsibility to take this into consideration when preparing Form-D and Form-E bid pricing, building this fee into the Base Unit bid percentage (catalog line items), the Base Unit systems (e.g. on vehicle wash systems, calculated against the bid price), and the options prices, accordingly. During the life of the contract, the percentage discount shall still prevail on catalog line items. On purchase orders where a contractor extends an additional point-of-purchase discount, the order processing charge shall still be calculated by H-GAC against the awarded bid pricing before any additional discounts have been applied.

2.5.6 Form-D: Catalog Line Items

2.5.6.1 For each catalog priced under this Invitation, Offeror shall supply a comprehensive, percentage-off-list discount level for the described catalog, on Form-D. Catalog line items submitted without any listed discounts (i.e. zero-percent) will be deemed non-compliant. If Offeror maintains that a single, comprehensive discount is not feasible for a given catalog bid (i.e. averaged discounts a problem due to very different margins across categories), then Offeror may submit multiple percentage discounts for a given catalog, by category; HOWEVER, in such a scenario, Offeror should limit the number of discount variances to the broad equipment categories found in a given catalog.

2.5.6.2 Catalogs and their associated pricing shall be those official documents that are in effect at the time of the bid submittal (i.e. October 2018). If a manufacturer's catalog represented under this contract is changed (i.e. new and/or dropped items) during the contract period, Contractor shall notify HGAC of change and supply a digital copy of the new catalog version for a formal contract update.

2.5.6.3 For every Form-D listed catalog bid under this Invitation, Offeror shall include the following with bid package - a copy of:

2.5.6.3.1 The applicable manufacturer's catalog (printed and digital copies) with list pricing, and,

2.5.6.3.2 If normally a separate document, an associated list price book/sheet (printed and digital copies), with manufacturer item codes, options descriptions, and list prices.

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

2.5.7 Form-D: Specific System Line Items

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

2.5.8 Form-E: Options Pricing:

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

2.5.9 Form-E: Pricing of Services

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

2.6 AWARDS

2.6.1 For each specific Form-D line item, H-GAC will recommend awards to the contractor with the highest overall score providing the best value.

2.6.2 Scoring Component: Pricing

2.6.2.1 For each line item, a review of Offeror's submitted bid prices will be conducted. Where pricing elements are satisfied, (including a thorough and accurate Form-E, electronic copies, et cetera), each Offeror will be ranked first, second, third, et cetera based upon system/product pricing or catalog discount levels, whichever is applicable for a given line item.

2.6.2.2 Form-D Base Bid Price will be weighted to 90% of the total score

2.6.2.3 For any given line item / product code evaluated, where there more than one Offeror exists, each Offeror will be assigned, based on the aforementioned price ranking (percentage discount level on catalog line items and Base Unit price on non-catalog line items) a rank (1, 2, 3, etc.). Each rank will then be adjusted against the weighed multiplier to arrive at this Pricing subsection score.

2.6.2.4 HGAC reserves the right to utilize this Pricing component to adjust for an Offeror inadequate Form-E pricing, whereby, the individual offeror's rank may be adjusted accordingly.

2.6.3 Scoring Component: Past Performance

2.6.3.1 An evaluation will be conducted of the Offeror's previous sales performance as an HGACBuy Contractor. This is

weighted at a maximum 10% of the total score. If an Offeror is a current vendor and has sales, they will receive the full 10%, no sales, 0%. First-time bids will receive the maximum 10% for this scoring component. Each Offeror will be adjusted against the 10% / 0% index to arrive at this Past Performance subsection score.

2.6.3.2 For each line item, an offeror will receive a final score, comprised of the score for their Pricing and Past Performance scores.

2.6.3.3 In the event of a tie, H-GAC reserves the right to utilize additional factors in compiling a tie breaker, which may include an offeror's specific H-GAC member sales data, number and location of branches, depth and breadth of priced options, a vendor's reporting and fee remittance history with HGAC, vendor history with respect to HGAC members, et cetera.

2.6.3.4 NOTE: For joint bids (e.g. a single response from multiple dealers), each Form-A submitted in the offeror's response will be scored per the above criteria and an overall average will be taken of all Form-A's submitted to determine the overall score for each joint bid submission.

2.7 MARKETING & SERVICE PLAN (FORM-H)

2.7.1 H-GAC expects proposer to have the capability and willingness to serve any H-GAC Member across the nation, and to promote this contract to the best of its ability. Consistent with this, proposer should acknowledge this, with a description of the resources that will most likely be employed in serving H-GAC Members (e.g. staff appointed to manage the contract, possible revised processes for purchase orders, staff training relating to this contract) and in promoting this contract (e.g. sales calls, mail-out campaigns, et cetera)

2.8 COMMITMENT

2.8.1 Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror agrees to the following:

2.8.1.1 Corporate/Sales Commitment

2.8.1.1.1 A commitment that HGACBuy has the support of senior management and that HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

2.8.1.2 Hub Participation

2.8.1.2.1 It is HUB) participation in providing services under a contract. If Offeror(s) intends to employ subcontractors in providing services/products related to this solicitation, Offeror(s) shall make and demonstrate a good faith effort to include HUB participation under a contract. Offeror(s) good faith effort shall include, but is not

limited to the following affirmative steps (Ref. 2CFR 200.321 as a guide):

2.8.1.2.2 Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

2.8.1.2.3 Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's enterprises;

2.8.1.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's enterprises;

2.8.1.2.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2.8.1.2.6 NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

3 HGAC Forms

3.1 For Use In Responding To Competitive Bid And Proposal Invitations

3.2 CAP - LA_Fleet Services Equipment_FL03-19 - RFP006 - v1.0

3.3 Invitation Title:

3.4

This Section contains the following H-GAC Forms (Reference the separate worksheets within this document)

Description	
Form-A	Offeror Identification and Authorized Signatory
Form-B	Historically Underutilized Business Enterprises
Form-C	Response Checklist
Form-D	Offered Items Pricing

Description	
Form-E	Published Options
Form-H	Service and Marketing Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
HB89	Prohibition on Contracts with Companies Boycotting Israel

3.4.1 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 Forms. This document SHALL be submitted in its original Excel format (no PDF) with all tabbed worksheets intact.

3.4.2 ALL completed Forms must also be submitted electronically on electronic media (flash/thumb drive), excepting of course for signatures. The printed

4 FORM-A: Offeror Identification & Authorized Signatory

4.1 CAP - LA_Fleet Services Equipment_FL03-19 - RFP006 - v1.0

4.2 Invitation Title:

4.3 Offeror Company (Legal name of business which will appear on contract, if awarded):

4.4

Offeror Status

(Indicate your Status with a Check, otherwise enter N/A if not applicable)	
Manufacturer	
Dealer/Distributor	

(Indicate your Status with a Check, otherwise enter N/A if not applicable)	
Other	

4.5

Response Type

(Indicate your Type with a Check, otherwise enter N/A if not applicable)	
Manufacturer	
Dealer/Distributor	

4.6

Contract Signatory

Contract Signatory	Title"

4.7

Mailing Address

Street / PO Box	City	State & Zip Code

4.8

Physical Address

Street / PO Box	City	State & Zip Code

4.9

Communications

Phone:	Fax:

4.10

Federal ID # & WEB Page

Federal ID Tax #:	Web Page URL:

4.11 Instructions

4.11.1 If Joint Offering, all parties must submit a signed FORM A. A contract will be offered to each.

4.11.2 Person who will sign final contract documents if an award is made.

4.11.3 Address to which final contract documents would be sent for signature.

4.12 Member Contact Information

4.12.1

Title

4.12.2

Street/PO Box:	City:	State & Zip Code:

4.12.3

--

Street/PO Box:	City:	State & Zip Code:

4.12.4

Toll Free Number:	Fax:

4.12.5

Email Address:

4.12.6 Person who End Users will contact for product information and to get pricing quotes.

4.13 The Signatory below, on behalf of Offeror:

4.13.1 Acknowledges having thoroughly reviewed the Invitation;

4.13.2 Attests to having the authority to sign this response and commit Offeror to honor all requirements;

4.13.3 Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;

4.13.4 Certifies that all information provided in this Response is true and correct.

4.13.5

Signature:	Title:

4.13.6

Printed Name:	Date:

5 FORM-B: Historically Underutilized Business Enterprises

5.1 Invitation Number:

5.2 Invitation Title:

5.3 Offeror:

5.4

HUB Status

HUB Status Of Offeror	(Indicate your Status with a Check, otherwise enter N/A if not applicable)
Offeror is a HUB, as detailed below	
Offeror is not a HUB	

5.5

Designation

Designation(s):	(Indicate your Status with a Check, otherwise enter N/A if not applicable)
HUB	
DBE	
MBE	
WBE	
Other	Explain:

5.5.1 Certifying/Listing Authority(s):

5.5.2 Note: 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.

5.6 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.

5.7 Offeror 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.

5.8

Acceptance

Accepted and Agreed By (Name):

5.9

Title

Title:	Data:

5.10 Subcontractors

5.10.1 On a separate sheet, list any subcontractors that would be employed in providing products or services related to this solicitation. Include the following information for each subcontractor:

5.10.1.1 Company Name

5.10.1.2 Address

5.10.1.3 Phone number

5.10.1.4 Applicable HUB designation/certification (DBE, MBE, etc.)

5.10.1.5 Type of work subcontractor has been certified to perform as a HUB. Firm must be certified in a North American Industry Classification System (NAISC) code applicable to the kind of work the firm would perform on the contract.

5.10.1.7

Subcontractors

(Indicate your Status with a Check, otherwise enter N/A if not applicable)	
Subcontractor List attached	
No Subcontractors will be used	

6 FORM-C: Response Checklist

6.1 CAP - LA_Fleet Services Equipment_FL03-19 - RFP006 - v1.0

6.2 Offeror:

6.3

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-responsive. Offeror's signatory must review each item below, and certify by initialing in the space to the right.

Initials (Enter N/A, if Not Applicable)	
A printed Original of the COMPLETE submission, inuscluding all required H-GAC FORMS plus one printed Copy, each in a separate hard-sided 3-ring binder.	
A copy of the COMPLETE submission, including all required H-GAC FORMS in electronic format (CD, flash drive). All Forms must be submitted in their original Excel / PDF format.	
Offerors pricing included in the Original, Copy and Electronic Copy. Pricing provided in Electronic Copy must be submitted in Excel Format.	
An original signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful. Completed unsigned copy of Form A must also be included in Electronic Copy.	

Initials (Enter N/A, if Not Applicable)	
HUB Summary document explaining how Offeror will assist HGACBuy Members meet any mandated HUB goals (if Offeror is not a HUB). If Offeror is a HUB, indicate N/A in the box to the right.	
Copy of End User/Service Agreement (if applicable) you propose to execute with an End User pursuant to an H-GAC contract.	
The required list of References.	
Executive Summary document identifying all service categories Offeror is proposing to provide including year company was founded and organizational structure.	
A complete description of Offerors Service Organization, detailing support locations, hours, personnel and parts/service availability.	
Complete Warranty Documentation for all Products offered.	
Form CIQ, if required by law, completed and signed. (The Form, and instructions for its use, can be found at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm . If Form CIQ does not apply, put N/A in the box to the right.	
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.	

7 FORM-D: OFFERED ITEMS PRICING

7.1 Instructions: (Fill in unshaded data fields areas only).

7.2 For catalog line items: Offeror shall price the current version (at the time of this invitation's open bid period) of the chosen catalog(s) listed below, and shall include, per Section-B: (a) printed and electronic copy of each catalog; (b) a separate list price sheet/book if not part of the manufacture catalog (printed and electronic copy); (c) percentage discount off list prices, on Form-D; (d) additional pricing (installation, etc.) on Form-E.

7.3 NOTE: Pricing on this document shall be in one of two forms: (1) for catalog / price book line items (subsections A, B, C, D, E), price a % discount off list; (2) for non-catalog line items (i.e. specific models/systems, such as wash systems), price as a specific H-

7.6

B: Tire and Wheel Equipment:

Contract	Product Code	Manufacturer	Description	Offeror (for joint bids, insert the company names of all parties. Joint bids must include the required forms (Form-A, W-9, CIQ, 1295, HB89) for ALL participants)	Base Unit Price, in Whole Dollars	Discount-Off- List Percentage (Use this column for Catalog line items)

7.7

C: Exhaust Extraction Equipment

Contract	Product Code	Manufacturer	Description	Offeror (for joint bids, insert the company names of all parties. Joint bids must include the required forms (Form-A, W-9, CIQ, 1295, HB89) for ALL participants)	Base Unit Price, in Whole Dollars	Discount-Off- List Percentage (Use this column for Catalog line items)

7.8

D: Lubrication and Fluid Management Equipment:

Contract	Product Type	Manufacturer	Description	Offeror (for joint bids, insert the company names of all parties. Joint bids must include the required forms (Form-A, W-9, CIQ, 1295, HB89) for ALL participants)	Base Unit Price, in Whole Dollars	Discount-Off- List Percentage (Use this column for Catalog line items)

8 FORM-E: Published Options

8.1 Offeror:

8.2 CAP - LA_Fleet Services Equipment_FL03-19 - RFP006 - v1.0

8.3 Notes

8.3.1 Use a single Form E for ALL Option/Accessory items and quote each on a single, separate line. DO NOT use multiple Form E.

8.3.2 Completely describe each item. Include the manufacturers code or part number. Each item listed MUST have a unique code or part number so that it can be identified in any subsequent contract.

8.3.3 Options which replace standard equipment on a Form D Item should be priced net of any credit due for the replaced item.

8.3.4 Options which are upgrades/downgrades of a Form D Item should be priced at the differential amount between the cost of the Form D Item and the upgrade/downgrade option.

8.3.5

Note for catalog type line items: list pricing books shall be listed separately (NOT on this form)

Offered Price in Whole Dollars	

10.2 Use a single Form-E for ALL Option/Accessory items and quote each on a single, separate line. DO NOT use multiple Form-E.

Add or Insert additional lines if necessary.

11 Form W-9:[1569939413_Form-W-9.pdf](#)

12 Form CIQ:[1569939424_Form CIQ.pdf](#)

13 Form 1295:[1569939438_Form 1295.pdf](#)

14 House Bill 89 Verification Form:[1569939452_House Bill 89 Verification Form.pdf](#)

15 Federal Rules and Regulations

15.1 Shall comply with 20.06 2 CFR 200.317 - Procurements by States: -