

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RUSH TRUCK CENTERS OF ARIZONA, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Rush Truck Centers of Arizona, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 1, 2020, under Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, H-GAC entered into a contract with Contractor to purchase the goods and services described in the Medium and Heavy Duty Trucks & Truck Bodies, Contract No. HT06-20 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was June 1, 2020, until the date the contract expires on May 31, 2023. The term of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 31, 2023. There are no renewals available under the Cooperative Purchase Agreement or this agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million nine hundred fifty thousand eight hundred twenty-one dollars and twenty-seven cents (\$1,950,821.27) for the entire term of the Agreement.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Craig Croner - Fleet Management Superintendent
6210 W. Myrtle Avenue, #111
Glendale, AZ 85301

And

Rush Truck Centers of Arizona, Inc.
c/o Byron Haught
9600 W. Roosevelt St.
Avondale, AZ 85353

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.


“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

“Contractor”

Rush Truck Centers of Arizona, Inc.,
a Delaware corporation

By:  _____
Name: Chris Ryan
Title: Regional General Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
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**EXHIBIT A
H-GAC CONTRACT NO. HT06-20
MEDIUM AND HEAVY TRUCKS & TRUCK BODIES**

H-GAC BUY

Medium and Heavy Trucks & Truck Bodies

Contract Number

HT06-20

Effective Dates

06/01/2020 - 05/31/2023

Contract Details

A variety of bodies are available including flatbed/stake bodies, dump bodies, service/utility bodies, wrecker/carrier bodies, cement mixer bodies, water/lube tank bodies, landscape/brush bodies, van bodies, aerial lifts, cranes, and miscellaneous such as digger-derricks, curtain bodies.

AMENDMENT No. 1 to CONTRACT No. HT06-20
For
Medium and Heavy Trucks & Truck Bodies
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Rush Truck Centers of Arizona, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

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Chuck Wemple, Executive Director
2/28/2022

Date: _____

Signed for: **Rush Truck Centers of Arizona, Inc.**

DocuSigned by:

C10BC334053D43A...

Chris Ryan Regional Gen. MGr.

Printed Name & Title:

Date: 2/16/2022

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC)**, **Rush Truck Centers of Texas, LP (Contractor)** and **Rush Truck Centers of Arizona, Inc, (Assignee)**.

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **HT06-20**, with **H-GAC** for the sale of **Medium and Heavy Trucks & Truck Bodies** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and


WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by **H-GAC**. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

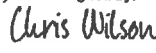
Signed for **Houston-Galveston Area Council:**

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Chuck Wemple, Executive Director
9/2/2020

Date


Signed for **Rush Truck Centers of Texas, LP:**
Houston, Texas

DocuSigned by:

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(Signature of Contractor) Date: 9/1/2020
Chris Wilson Regional Gen. Mgr.

Printed Name & Title

Signed for **Rush Truck Centers of Arizona, Inc:**
Tolleson, Arizona

DocuSigned by:

C108C34663D03A...

(Signature of Assignee) Date: 9/1/2020
Chris Ryan Regional Gen. MGR.

Printed Name & Title

Information Sheet

Assignee:

Rush Truck Centers of Arizona, Inc

Contact Person:

Name: Byron Haught

Title: New Truck Sales Representative

TEL: 602-422-8124

Email: haughtb@rushenterprises.com

Address:

9600 W. Roosevelt St.
Tolleson, Arizona 85353

Territory:

Arizona

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EXHIBIT B
Scope of Work

PROJECT

For the purchase of two (2) Peterbilt/Curbtender side load trucks and three (3) Peterbilt/New Way side load trucks, for Solid Waste, per the established vehicle replacement schedule, policy, and funding, as well as new growth vehicles, as authorized by the City Manager.



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

INVITATION TO SUBMIT COMPETITIVE:	<input checked="" type="checkbox"/> BIDS	<input type="checkbox"/> PROPOSALS
INVITATION NO.: HT06-20 (REFLECTING 1/7/20 ADDENDUM)	ISSUE DATE: December 18, 2019	
CATEGORY: MEDIUM AND HEAVY TRUCKS & TRUCK BODIES		

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7000 local government members, districts, and agencies in 48 states.

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

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	November 7, 2019
PRE-BID/PROPOSAL CONFERENCE:	December 5, 2019 @ 9:00 a.m. CT; Conference Room B, 2nd floor
FINAL SPECIFICATION / INVITATION:	December 18, 2019
BID/PROPOSAL RESPONSES DUE:	January 22, 2020 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	January 22, 2020 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	March 17, 2020
CONTRACT START DATE & TERM:	June 1, 2020 – May 31, 2022 (2 years)
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact: Name: Neal Witty Phone: 713-499-6693 E-mail: neal.witty@h-gac.com	

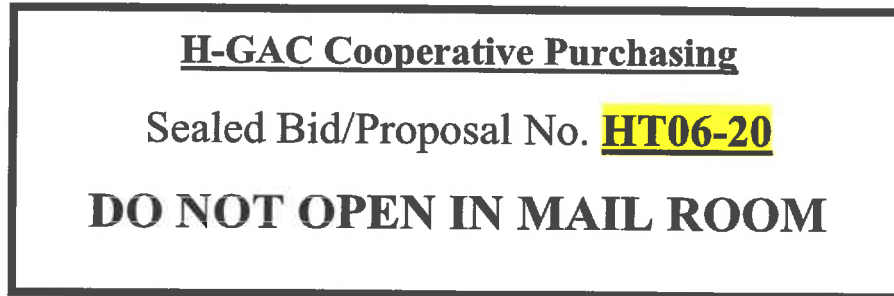
CONTENTS OF THIS INVITATION

- SECTION-A:** General Terms & Conditions
- SECTION-B:** Product/Service Specific Requirements & Specifications
- SECTION-C:** HGACBuy Forms
- SECTION-D:** Pro-Forma (Sample) Contract
- FORMS:** W-9, CIQ, 1295, HB89, CIF

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

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



Responses by E-mail or FAX will not be acceptable. Two hard copies (plus the electronic media described herein) are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

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

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

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



SECTION-A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. HT06-20
DESCRIPTION: Medium and Heavy Trucks & Truck Bodies

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1. INTRODUCTION

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

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

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

Definitions and Abbreviations:

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

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

Approved. Acceptable to the "authority having jurisdiction."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Must. A term indicating a mandatory requirement.

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

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

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

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

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

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

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

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

Quotation. See "Contract Pricing Worksheet".

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

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

Shall. A term indicating a mandatory requirement or action.

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

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

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

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

3. **NON-BINDING ORAL COMMENTS**

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

4. **STRUCTURE OF RESPONSE**

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

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

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

B. Multiple Respondents Acting Jointly:

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

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

5. **BASIC REQUIREMENTS & CONDITIONS**

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

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

6. OFFEROR'S AUTHORIZED SIGNATORY

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

7. SURETY FOR INSURANCE

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

8. CONFIDENTIAL / PROPRIETARY MATERIALS

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

9. REFERENCES

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

10. INSURANCE

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

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

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

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

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

11. OFFEROR CERTIFICATIONS

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

Non-Collusive Response

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

Non-Biased Specifications

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

No Financial Interest or Other Conflict

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

Debarment and Suspension Status

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

Insurance Coverages

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

Licensing & Permits

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

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local

governments often require this information for their own reporting requirements prior to placing orders through the H-GAC Cooperative Purchasing Program.

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

13. NON-RESIDENT RECIPROCAL SALES ACT

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

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

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

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

15. INTENT AND SCOPE OF SPECIFICATIONS

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

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

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

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

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

17. PRODUCT CODES

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

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

18. SPECIFIC DESCRIPTIVE REFERENCES

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

19. MANUALS

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

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

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

Options - General

- a. Options are considered to be any features or accessories, other than H-GAC's and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

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

Other Options

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

Published & Unpublished Options

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

21. WARRANTIES, SALES & SERVICE

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

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

22. H-GAC ORDER PROCESSING CHARGE

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

23. PRE-PAYMENTS AND DISCOUNTS

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

24. INSPECTION / TESTING

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

25. PRODUCT DELIVERY

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

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

26. OFFERED PRODUCT ITEM VARIANCES

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

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

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

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be

considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or **Offeror's Response may be deemed non-compliant**. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to ensure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.
- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
 - The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
 - Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".**H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant.
- m. **First Section:**
 - **Form(s)-A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
 - **Form-B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
 - **Form-C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.

- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- **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.
- **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.
- **House Bill HB 89 Verification Form** – completed and signed and provided from each entity that has submitted a Form A for this submission.
- **References**, formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

Second Section:

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

Third Section:

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

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- 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.
- 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.
- 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.
- 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.

- c. All best efforts have been made to ensure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response and shall also notify H-GAC prior to the opening of responses.

29. INCONSISTENT INFORMATION

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

30. REJECTION OF RESPONSES

- a. H-GAC may reject a response if:
- Offeror misstates or conceals any material fact in the Response, or if,
 - Offeror does not strictly conform to law or the requirements of this Invitation.
- b. H-GAC may reject any and all responses and may reject any part of a response.
- c. H-GAC, at its sole discretion, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- d. The following occurrences require disqualification of the bid/proposals:
- Unsigned or unauthorized signatures on bids/proposals;
 - Bids received after the date and time for opening
 - Bids where prices are conditional on award of another bid or are subject to unlimited escalation
- e. 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.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

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

32. RESPONSE EVALUATION

For Bid Responses:

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

For Proposal Responses:

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

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within 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**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

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

36. CONTRACT TERM

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

37. PERFORMANCE & PAYMENT BOND

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

38. CHANGE ORDERS

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

39. DUPLICATION OF TERMS OR STATEMENTS

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

40. PUBLICITY

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

41. TAXES

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

42. DRUG FREE WORKPLACE

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

43. PRODUCT NOTICES & MAILINGS

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

44. HANDLING OF ORDERS & PAYMENTS

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

- a. For any particular procurement to be made under the provisions of an H-GAC contract, End User and Contractor will discuss requirements and agree as to what will be provided.
- b. Contractor will prepare a Contract Pricing Worksheet and provide it to End User. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. End User will send a purchase document to Contractor, which Contractor will send H-GAC together with the Contract Pricing Worksheet. **NOTE: Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor's H-GAC contract, except for pricing discounts.**
- d. H-GAC will prepare an "Order Confirmation" and send it to End User and to Contractor. The Order Confirmation verifies that Contractor has a valid H-GAC contract and that the order is in compliance with the requirements of the H-GAC Cooperative Purchasing Program. Contractor will not ship any goods before receipt of both End User's purchase document and H-GAC's Order Confirmation.
- e. On notification that Contractor has received an order, H-GAC will invoice Contractor for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles, the Order Processing Charge is levied on the End User, collected by Contractor, and remitted to H-GAC by Contractor.
- f. Contractor will deliver products/services ordered and will invoice End User for products/services accepted by End User. (See other Sub-Section herein dealing with Product Delivery.) Contractor will not invoice before shipment has been made.
- g. End User will pay Contractor for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to End User for any cost related to a purchase order issued to Contractor for products/services covered by an H-GAC contract, such invoice shall be forwarded to Contractor and Contractor will take action to correct the error.
- h. Upon delivery of any product/service by Contractor and acceptance by End User, Contractor shall remit to H-GAC the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the H-GAC contract. Note, the Order Processing Charge is due whether or not Contractor has ever received an invoice from H-GAC. Sales executed based on the particulars of Contractor's H-GAC contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

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

46. CONTRACT ITEM CHANGES

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

- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

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

48. PERFORMANCE UNDER CONTRACT

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

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

49. CONTRACTOR ORIENTATION/TRAINING

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

HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in H-GAC's offices as may be determined by H-GAC and Contractor to be the most efficient and effective form of delivery.

50. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

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

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

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

Expedited Resolution

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.

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.

Appeals

The complainant may appeal the Chief Operations 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.

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

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

RESOLUTION OF CONTRACT DISPUTES

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

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

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

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

51. NATIONWIDE SALES OPPORTUNITIES

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

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

End of Section A General Terms & Conditions

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

1.0 PURPOSE AND SCOPE

This specification establishes minimum configuration and performance requirements for new model trucks (Commercial Classes 4-8), which may be purchased by H-GAC Members through the H-GAC Cooperative Purchasing Program, HGACBuy. **It is H-GAC's goal to receive pricing on cab-chassis, chassis manufacturer options, and third-party chassis-mounted style bodies from Texas DOT licensed truck chassis dealers. A current copy of Offerors' Texas Department of Transportation (TXDOT) franchised chassis dealer license shall be included in a bid response to this Invitation.**

Trucks bid under *HT06-20* shall be compliant with EPA emissions standards in effect at the time of the bid. The *HT06-20* supply contracts will run for two (2) years and commence on or about June 1, 2020. If an H-GAC contractor realizes subsequent price increases during this contract due to the introduction of new model year equipment, engine manufacturer model changes, or other costs, they may petition H-GAC, per this specification's Section-A guidelines (*Terms & Conditions* section), for a contract price increase.

2.0 DEFINITIONS AND ABBREVIATIONS

Base Unit: Manufacturer's standard truck chassis (referenced on Form-D), left-hand drive, with components and performance described herein. These are chassis that may be purchased by H-GAC Members, equipped as per their specific needs.

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

Class: U.S. Department of Transportation's Federal Highway Administration *Vehicle Inventory and Use Survey* (VIUS) weight class (GVWR) standards (Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. The "Heavy" class trucks are: Class 7: 26001-33000#; Class 8: over 33000#).

Contractor: H-GAC awardee under contract to sell through this program (awarded vendor).

End User: Ref. 'Member'.

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

GAWR: Gross Axle Weight Rating.

H-GAC / HGACBuy: Government-to-government buying cooperative operating under the umbrella of the Houston-Galveston Area Council (H-GAC).

Invitation: The invitation to bid associated with the final version of the document.

Member: Local government agencies (cities, counties, police and fire departments, K-12 schools, universities, and similar agencies and non-profit organizations) who are participating "End Users" in H-GAC's Cooperative Purchasing Program, purchasing equipment and services through H-GAC from contracted manufacturers and/or distributors.

Offer: Offeror's pricing response to this Invitation.

Offeror: Authorized truck dealer who responds to this Invitation with a formal bid response.

Order Processing Charge: Transaction fee associated with HGACBuy purchase orders, which serves to support the HGACBuy Program.

Product Code: Alpha-numeric code designating the Base Unit configuration.

Published Options: Options priced in the originally submitted formal bid response (Ref. Section-A).

Response: Offeror's priced bid package and other documents required in H-GAC bid Invitation.

SBFA: Set Back Front Axle.

SFFA: Set Forward Front Axle.

SRA: Single Rear Axle.

TRA: Tandem Rear Axle.

TXDOT: Texas Department of Transportation

Unpublished Options: Options not priced in the originally submitted formal bid response. In the HGACBuy Program, purchases of these are restricted to 25% of the total of the Base Unit equipment and Published Options (Ref. Section-A).

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

Unless specifically called for in a sale to a non-Texas region, requirements for quantity, color, and mounting of lamps, signals, and reflectors shall be followed on each truck priced and sold under this invitation and contract, per FMVS Standard No. 108, Texas "Uniform Act Regulating Traffic on Highways," (VTCS 6701d). Additionally, any other applicable federal and state regulations shall be covered, and Base Unit trucks shall be priced with aforementioned safety equipment (e.g. on Form-D). Unless otherwise required by a Member's venue, safety plaques/decals shall be furnished on both sides of any special truck bodies and shall be affixed at the operator's station and at any hazardous areas. These safety plaques shall include necessary warnings and precautions and shall include, but not be limited to, load limit warnings. All plaques shall meet applicable federal, state and local laws and regulations.

4.0 LOGOS AND DECALS

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

5.0 MANUALS

All cab-chassis and bodies sold through this contract shall be furnished with an operator's manual, the price of which shall be included in each model's Base Unit price, including all standard manufacturer literature normally furnished, and as required by law. It shall, at a minimum, cover operation, preventative maintenance, and safety for the chassis and bodies furnished.

6.0 VEHICLE INSPECTION AND DELIVERY

- 6.1 Successful contractors shall furnish equipment meeting or exceeding the minimum requirements for each applicable product code. Except where requested by H-GAC Member, equipment sold hereunder, including all standard and requested optional accessories, shall be completely assembled, serviced, and adjusted prior to delivery, and in all respects, ready for operation.
- 6.2 Offeror must be a Texas DOT franchised dealer and be manufacturer-authorized to sell and service the underlying cab-chassis, including warranty service, for all products offered and sold in response to the bid (both base unit and optional powertrains).
- 6.3 Manufacturer's Statement/Certificate of Origin (MSO): H-GAC contractors shall furnish H-GAC End Users a manufacturer's statement of origin (MSO), the price of which shall be included in each model's Base Unit price. A certificate of title will not meet this requirement. MSO shall be furnished at the time of delivery and shall be made out in the name of the receiving agency, providing the VIN, GVWR, et cetera, for a particular model and configuration, and odometer disclosure statement.

7.0 WARRANTY, SERVICE, AND SERVICE CONTRACTS

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

8.0 BASE UNITS - OVERALL

Form-D is the document that Offeror shall use to price the Base Units and shall be inclusive of the regular factory-to-dealer destination costs as well as any cost associated with normal dealer make-ready / PDI, and any EPA

surcharges. Unless otherwise specified, by Offeror on Form-E, freight will be assumed by H-GAC and H-GAC Members to be calculated as per carrier invoice. Freight to the final H-GAC Member location (or from dealer inventory to body convertor and/or from convertor to end user) shall be recognized at the time of each individual H-GAC purchase order, unique to each end user's delivery location and should not be included in Form-D pricing.

9.0 BASE UNITS - STANDARD FEATURES

- 9.1 It is H-GAC's goal to receive pricing for cab-chassis. The standard factory configurations (specific to the listed manufacturer dealer pricing/quotation system version as noted on Form-D) shall serve as this Invitation's Base Unit configurations and Form-D shall be the platform for Offeror to price these. During this solicitation's open bid period, unless otherwise instructed by H-GAC, if a truck manufacturer transitions to a new price book, Offeror shall still price the Base Unit as specified by H-GAC on Form-D.
- 9.2 For each model bid, Offeror shall include a copy of the official detailed dealer quote from the specific manufacturer's dealer software quotation portal, with the software/pricing book version as per Section-D. This shall detail all the standard components for the given model. Beyond those standard features, Offeror shall price cab-chassis options Form-E1. Failure to do this shall disqualify Offeror's bid for the model in question. During the life of the contract, whenever a new dealer software quotation / price book version is released from the manufacturer, vendor shall supply H-GAC with a revised updated detailed standard features quote forms (electronic copies) reflecting the details (potential changes in features) of the new price book. Any requested contract price changes from vendor that is associated with above shall be as per Section-A requirements
- 9.3 Emissions, steel surcharges, and other similar escalators passed along from manufacturers, dealer make-ready, or any other pre-delivery component or service fee should be included in the Form-D pricing and not listed on Form-E1.
- 9.4 Each Base Unit bid (and subsequently sold under this eventual contract) shall be referenced using its unique Form-D Product Code when submitting options pricing for the Invitation.

10.0 MISCELLANEOUS

- 10.1 Offeror shall only bid one price for each Form-D line item bid. Other versions (upgrades / downgrades) should be priced on Form E1 as options, as a differential price from the associated Form-D line item.
- 10.2 Unless otherwise listed as a Form-D Base Unit feature, or if the factory standard is otherwise, trucks in single rear axle (SRA) configurations incorporate a 4x2 drive design and trucks in tandem rear axles (TRA) configurations, a 6x2 design (available 4x4 and 6x4 and 6x6 versions shall be priced on Form-E1)
- 10.3 Unless otherwise listed as a Form-D Base Unit feature, base unit trucks shall be "regular" cab / "day cab" two (2) door designs, and any extended and four-door "crew" cab upgrade options shall be included in Offeror's Form-E1 options pricing.
- 10.4 Note: During this contract, if an H-GAC dealer-contractor sells outside of Texas through another dealer and a cost imbalance exists on the purchase order relative to factory-to-dealer concessions (e.g. H-GAC vendor purchases from other dealer's stock), H-GAC may accommodate (as per Section-A, subsection 52) an "unpublished option" purchase order adjustment. Contractor would need to provide documentation at the time of purchase verifying this.
- 10.5 Offeror, by submittal of a bid response to this Invitation, attests to the authorization (from manufacturers and the Texas Department of Transportation) and ability to sell and repair the chassis models bid. Per Texas Motor Vehicle statutes, only state-recognized underlying chassis dealers can sell converted chassis to end users (i.e. H-GAC "Members") in Texas. Bid responses

shall include current Texas Motor Vehicle chassis dealer franchise licenses. Absence of this may result in a non-compliant bid.

11.0 REQUIRED TRUCK CHASSIS OPTIONS: GENERAL

- 11.1 In the interest of Offeror and H-GAC Members, for each Form-D item bid, it is imperative that Offeror include a very comprehensive and accurate listing of priced Form-E1 options. This shall include all engine and transmission upgrades, all wheelbases, cab-to-axle configuration upgrades, and all front and rear axle capacity upgrades, as well as, but not limited to engine brakes, air brakes, 4 and 6-wheel drive, frame upgrades (e.g. higher R.B.M.), crew cabs, et cetera. This affords our Members a more complete choice of Published Options (avoiding the purchase order complications that stem from reliance on unpublished options). Offeror shall also include (as per Form-E1 column headings), the option manufacturers' names and their model names/numbers. Failure of Offeror to price a thorough collection of manufacture options on Form-E1, or to provide required level of detail, may result in bid being rejected as non-compliant, or Offeror's score for the pricing component to be lower (Ref. 14.0).
- 11.2 Where available, and not pre-listed on Form-D., Offeror shall also include, on Form-E1, options pricing for alternative fuel conversions (natural gas and LPG / propane engine conversions, dedicated and/or bi-fuel). These options shall be priced in full compliance configurations, with all applicable safety and emissions requirements and regulations in effect at the time of contract commencement, including but not limited to standards established by the US DOT/EPA. H-GAC asks that Offeror includes an additional note in bid response highlighting where such alternative fuel options have been included.
- 11.3 NOTE: As described in Section-A, Offeror shall also include electronic copies of all bid documents. PDF formats shall not be used on HGAC (i.e. Excel format) forms.

12.0 TRUCK BODIES

- 12.1 H-GAC recognizes that truck chassis sold under this contract will use some type of truck body and strives to make as many of these body-on-frame bodies conveniently available to our Members as possible, as Published Options (consistent with what local governments traditionally, and conceivably, could purchase). This Invitation's includes a form which Offeror shall use for pricing these body options, Form E2, upon which Offeror shall show a comprehensive priced bodies list. Offeror shall complete all requested fields listed on the form, with pricing for these bodies inclusive of any components necessary and specific to the bodies, but exclusive of cab-chassis mounting costs (which shall be priced separately on Form-E2). Bodies covered shall ideally include, but should not be limited to, the following types:

- Stationary platform/stake bodies
- Water tanks bodies
- Dump bodies
- Aerials: bucket/man-lifts
- Service/utility bodies
- Wrecker bodies and carriers
- Cement mixer bodies
- Cranes bodies
- Water and lube tank bodies
- Landscape / trash / brush bodies
- Van bodies (standard and refrigerated)
- Sand distribution equipment (e.g. road ice applications)

Failure of Offeror to price a thorough collection of body options on Form-E2, or to provide required level of detail, may result in bid being rejected as non-compliant, or Offeror's score for the pricing component to be lower (Ref. 14.0).

- 12.2 Commercial chassis-mounted bodies which are covered by other H-GAC contracts should not be priced in this Invitation's response. These include, but are not limited to Refuse Collection, Street Sweeper, Ambulance, EMS & Command, Asphalt Patcher, Sewer Inspection, Sewer Cleaning, Hydro-Excavating, Bus, and Fire Service bodies.
- 12.3 NOTE: H-GAC will NOT recognize undefined options pricing within Offeror's list of options (example: a blanket "*X% off dealer cost for any additional options*").

13.0 H-GAC ORDER PROCESSING CHARGE

As specified in Section-A, purchase orders for the sale of motor vehicles under the H-GAC program shall include a purchase order line item "adder" for the H-GAC Order Processing Charge, levied on the H-GAC government Members and remitted to H-GAC through each Contractor (subsequent to the actual purchase order process). Specifically:

- ▷ Cab-chassis with bodies supplied by H-GAC chassis vendor, with chassis and body options that were included in original bid ("published" options):
 - Single purchase order
 - \$600 for just the cab-chassis
 - \$1,000 per PO with both cab-chassis and contracted body option
- ▷ Cab-chassis with bodies supplied through two separate H-GAC contracts (e.g. *Medium and Heavy Trucks* and *Refuse Handling Equipment* contracts)
 - Single purchase order
 - \$1,500 per PO
- ▷ Cab-chassis with bodies supplied through two separate H-GAC contracts (e.g. *Medium and Heavy Trucks* and *Refuse Handling Equipment* contracts)
 - Two purchase orders, one covering the chassis contract and one covering the separate body contract
 - \$1,000 per PO for the chassis; 1.5% for the separate contract's body

However, Offeror is NOT required to address this on this Invitation response.

14.0 AWARDS

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

- **Scoring Component: Pricing**
For each line item, a review of Offerors' 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 product pricing levels. The Form-D Base Unit bid price will be weighted to 90% of the total score. Each rank will then be adjusted against the weighed multiplier to arrive at this pricing subsection score. HGAC reserves the right to utilize this pricing component to adjust for an Offeror's shortcomings (inadequate Form-E pricing, et cetera), whereby, the individual offeror's rank may be adjusted accordingly.
- **Scoring Component: Past Performance**
An evaluation will be conducted of the Offeror's previous sales performance as an H-GAC 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%, and for no sales, 0%. First-time bids will receive the maximum 10% for this scoring component. Each Offeror's rank will be adjusted against the 10% / 0% index to arrive at this Past Performance subsection score

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

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.

15.0 **MARKETING & SUPPORT PLAN (FORM-H)**

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 (1) in promoting this contract (e.g. sales calls, mail-out campaigns, et cetera, and (2) 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). Reference the H-GAC Forms Packet for Form-H.

16.0 **COMMITMENT**

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:

- Corporate/Sales Commitment
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.

- HUB Participation
It is H-GAC's goal to have Historically Underutilized Business Enterprise (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):
 - 1) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 2) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 3) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 4) 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;

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).

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



SECTION-C: H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.:	HT06-20
Title:	Medium and Heavy Trucks & Truck Bodies

This document contains the following (required) H-GAC forms:

FORM	DESCRIPTION
Form-A	Offeror Identification and Authorized Signatory
Form-B	Historically Underutilized Business Enterprises
Form-C	Response Checklist
Form-D	Offered Items Pricing
Form-E	Published Options
Form H	Marketing & Support Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
Form HB 89	HB Verification Form
C.I.F.	Contractor Information Form

Offeror shall use the tabbed Excel version of these forms (no PDF)

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

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

**FORM-A – OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwritten this Form)**

Invitation No.: HT06-20

Invitation Title: Medium and Heavy Trucks & Truck Bodies

Offeror Company: _____

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

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

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

Contract Signatory (2): _____

Title: _____

Mailing Address (3): _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Phone: _____

Fax: _____

Email Address: _____

Federal Tax ID No.: _____

Web Page URL: _____

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

Member Contact Information

Contact Person (4): _____

Title: _____

Mailing Address: _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Toll Free Phone: _____

Fax: _____

Email Address: _____

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

The Signatory below, on behalf of Offeror (2):

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

Signature: _____

Title: _____

Printed Name: _____

Date: _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISESInvitation No.: HT06-20**Title: Medium and Heavy Trucks & Truck Bodies****Offeror:** _____

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

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

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

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

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

Accepted and Agreed By:

Title:

Date:

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

Designation(s):

 HUB DBE MBE WBE Other

Certifying/Listing Authority(s):

Subcontracts

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

 Subcontractor List attached. No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST

Procurement No.: HT06-20

Title: Medium and Heavy Trucks & Truck Bodies

Offeror: _____

This form is provided to help insure that all required response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-compliant, in part, or in whole. Offeror's signatory shall review each item below and signify this by initialing in the specified boxes

This Response shall include:		Initials
1	An "Original" complete copy of all documents, plus one "Copy", each in a separate hard-sided 3-ring binder.	
2	A copy of the complete submission, including all required H-GAC forms, in electronic format (flash drive). The HGAC forms document shall be unaltered except for the prompted data fields (name, pricing, etc.) and submitted in its original Excel format only (no PDF). Offeror shall not split the Forms document into its respective worksheets, but kept as a single document.	
3	A comprehensive list of applicable priced options on Form-E1 (Offeror shall include, for each model bid, <u>all</u> available engine, transmission, wheelbases / cab-to-axle, and front and rear axle capacity upgrades.	
4	A comprehensive list of priced body options on Form-E2	
5	Detailed specifications / cut sheets for each model bid, reflecting the standard components as priced on Form-D (reference Section-B, subsection 9.0)	
6	An originally signed Form-A from all entities who are party to this submission and who should be offered a contract if this submission is successful.	
7	The required list of References.	
8	Details of "Service Organization", including locations, hours, personnel and parts/service availability	
9	Complete Warranty Documentation for all products offered.	
10	Completed Form-H	
11	W-9 Form, completed and signed for each party to the bid.	
12	CIQ Form, completed and signed for each party to the bid. The form and instructions for its use can be found at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm .	
13	1295 Form, completed, signed for each party to the bid. The form and instructions for its use can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .	
14	HB 89 Form for each party to the bid, completed and signed.	
15	Contractor Information Form for each party to the bid, completed and signed.	

FORM-D: OFFERED PRICING

Invitation # HT06-20, Medium and Heavy Trucks & Truck Bodies

INSTRUCTIONS: Offeror shall price the models consistent with the price books features/pricing versions listed below (standard factory configurations, left-hand drive, 4x2 and 6x2 (unless shown otherwise or factory standard is 4x4 or 6x4 or 6x6), in regular, 2-door, day cabs, with the standard/default wheelbase, engine, transmission, axles, et cetera). Cab-chassis manufacturer options shall be listed on Form-E1 and body options on Form-E2. Pricing configurations other than standard factory component minimums may result in Offeror's bid being rejected. Offeror shall reference this Invitation's Section-B document.

NOTE: Offeror must utilize the dealer pricing database versions in effect at the time of this Invitation's release (as listed below) in determining its H-GAC bid price and with respect to the standard factory features. If a manufacturer changes its version during the open bid period, Offeror shall still utilize the ones listed below (Ref. Section-B), which serves to establish a common ground for bidding and bid evaluations.

Offeror:

Manufacturer	H-GAC Product Code	Base Unit Description	Price, in Whole Dollars
2020 Autocar model year, with standard factory features, configured as per Autocar's ADNet dealer database, quotation/price level versions as shown below			
Autocar	HT06-20A1	ACMD42, COE, SRA (201910142021A)	
Autocar	HT06-20A2	ACMD64, COE, TRA (201910142021A)	
Autocar	HT06-20A3	ACX42, COE, SRA (201911012021A)	
Autocar	HT06-20A4	ACX64, COE, TRA (201911012021A)	
Autocar	HT06-20A5	DC64, Conventional Cab, TRA (201911252021A)	
2020 Chevrolet model year, with standard factory features, configured as per GM Global Connect dealer database, quotation/price level version: 12-01-2017			
Chevrolet	HT06-20B1	4500 LCF (CP31003), COE (2-door), 109" WB, 6.0LV8 Gas, C60, K34, A31	
Chevrolet	HT06-20B2	4500HD LCF (CT31003), COE (2-door), 109" WB, 5.2L Diesel, C60, K34, A31	
Chevrolet	HT06-20B3	5500HD LCF (CT51003), COE (2-door), 109" WB, 5.2L Diesel, C60, K34, A31	
Chevrolet	HT06-20B4	6500XD LCF (CT73203), COE (2-door), 152" WB, 5.2L Diesel, C60, K34, A31	
2020/2021 Ford model year, with standard factory features, configured as per Ford's CVT dealer database, quotation/price level version: 015			
Ford	HT06-20C1	F-450, 4x2, Regular Cab (2-door), Gas, 145" WB, XL (F4G) (2020)	
Ford	HT06-20C2	F-450, 4x2, Regular Cab (2-door), Diesel, 145" WB, XL (F4G) (2020)	
Ford	HT06-20C3	F-550, 4x2, Regular Cab (2-door), Gas, 145" WB, XL (F5G) (2020)	

Ford	HT06-20C4	F-550, 4x2, Regular Cab (2-door), Diesel, 145" WB, XL (F5G) (2020)	
Ford	HT06-20C5	F-650, 4x2, Regular Cab (2-door), Gas, 158" WB (F6A) (2021)	
Ford	HT06-20C6	F-650, 4x2, Regular Cab (2-door), Diesel, 158" WB (F6D) (2021)	
Ford	HT06-20C7	F-750, 4x2, Regular Cab (2-door), Gas, 158" WB (F7A) (2021)	
Ford	HT06-20C8	F-750, 4x2, Regular Cab (2-door), Diesel, 158" WB (F7D) (2021)	
Ford	HT06-20C9	F-750, 4x2, Regular Cab (2-door), Tractor Configuration, Diesel, 146" WB (F7T) (2021)	
Ford	HT06-20C10	F-59, Stripped Chassis, Regular cab (2-door), Gas, 158" WB (F5K) (2021)	
Ford	HT06-20C11	E-450 Cutaway Van Chassis, Gas, 158" WB (E4F) (2021)	
2020 Freightliner model year, with standard factory features, configured as per Freightliner's <i>SpecPro</i> dealer database, quotation/price level versions as shown below			
Freightliner	HT06-20D1	108SD, Conventional Cab, SBFA, SRA (PRL-20D)	
Freightliner	HT06-20D2	108SD, Conventional Cab, SBFA, TRA (PRL-20D)	
Freightliner	HT06-20D3	114SD, Conventional Cab, SFFA, TRA (PRL-20D)	
Freightliner	HT06-20D4	122SD, Conventional Cab, SFFA, TRA (PRL-20D)	
Freightliner	HT06-20D5	M2-106, Conventional Cab, SBFA, SRA (PRL-20M)	
Freightliner	HT06-20D6	M2-106, Conventional Cab, SBFA, TRA (PRL-20M)	
Freightliner	HT06-20D7	M2-112, Conventional Cab, SBFA, TRA (PRL-20M)	
Freightliner	HT06-20D8	EconicSD, COE, Low Cab Forward, High Roof, TRA (PRL-850)	
Freightliner	HT06-20D9	EconicSD, COE, Low Cab Forward, Low Roof, TRA (PRL-850)	
Freightliner	HT06-20D10	Cascadia CA116-DC, Conventional Cab Tractor, SBFA, TRA (PRL-20K)	
Freightliner	HT06-20D11	MT45 Stripped Chassis (PRL-8G6)	
Freightliner	HT06-20D12	MT55 Stripped Chassis (PRL-8G6)	
2021 Hino model year, with standard factory features, configured as per Hino's <i>HinoSpecX</i> dealer database, quotation/price level version: 2021			
Hino	HT06-20E1	M-Series (155), COE, Diesel, 14,500# GVWR, SRA	
Hino	HT06-20E2	M-Series (195), COE, Diesel, 17,950# GVWR, SRA	
Hino	HT06-20E3	M-Series (195), COE, Diesel, 19,500# GVWR, SRA	
Hino	HT06-20E4	M-Series (195), COE, Hybrid, 19,500# GVWR, SRA	
Hino	HT06-20E5	L-Series (238), Conventional Cab, Diesel, 23,000# GVWR, SRA	
Hino	HT06-20E6	L-Series (258ALP), Conventional Cab, Diesel, Low Profile, Air Brakes, 25,500# GVWR, SRA	
Hino	HT06-20E7	L-Series (258LP), Conventional Cab, Diesel, Low Profile, 25,500# GVWR, SRA	
Hino	HT06-20E8	L-Series (268), Conventional Cab, Diesel, 25,950# GVWR, SRA	
Hino	HT06-20E9	L-Series (268A), Conventional Cab, Diesel, Air Brakes, 25,950# GVWR, SRA	
Hino	HT06-20E10	L-Series (338), Conventional Cab, Diesel, 33,000# GVWR, SRA	
Hino	HT06-20E11	XL-7, Conventional Cab, Diesel, 33,000# GVWR, SRA	
Hino	HT06-20E12	XL-8, Conventional Cab, Diesel, 34,200# GVWR, SRA	
2020 INTL model year, with standard factory features, configured as per International's <i>TOPS</i> dealer database, quotation/price level version: 7/2018			
International	HT06-20F1	CV515, Conventional Cab, SFFA, SRA	
International	HT06-20F2	MV607, Conventional Cab, SBFA, SRA	
International	HT06-20F3	MV607, Conventional Cab, 6x4, SBFA, TRA	

International	HT06-20F4	MV607LP, Conventional Cab, SBFA, SRA	
International	HT06-20F5	HV507, Conventional Cab, SFFA, SRA	
International	HT06-20F6	HV507, Conventional Cab, 6x4, SFFA, TRA	
International	HT06-20F7	HV513, Conventional Cab, SFFA, SRA	
International	HT06-20F8	HV513, Conventional Cab, SFFA, TRA	
International	HT06-20F9	HX515, Conventional Cab, 6x4, SFFA, TRA	
International	HT06-20F10	HV607, Conventional Cab, SBFA, SRA	
International	HT06-20F11	HV607, Conventional Cab, 6x4, SBFA, TRA	
International	HT06-20F12	HV613, Conventional Cab, SBFA, SRA	
International	HT06-20F13	HV613, Conventional Cab, 6x4, SBFA, TRA	
International	HT06-20F14	HX615, Conventional Cab, 6x4, SBFA, TRA	
International	HT06-20F15	HX520, Conventional Cab, 6x4, SFFA, TRA	
International	HT06-20F16	HX620, Conventional Cab, 6x4, SFFA, TRA	
International	HT06-20F17	RH613, Conventional Cab, SBFA, SRA	
International	HT06-20F18	RH613, Conventional Cab, 6x4, SBFA, TRA	
International	HT06-20F19	LT625, Conventional Cab SBFA, SRA	
International	HT06-20F20	LT625, Conventional Cab, 6x4, SBFA, TRA	
2020/2021 Isuzu model year, with standard factory features, configured as per Isuzu's <i>ISpec</i> dealer database, quotation/price level version: 2020/2021			
Isuzu	HT06-20G1	NPR-HD, COE, Gas, 14,500# GVWR, SRA (2020)	
Isuzu	HT06-20G2	NPR-HD, COE, Diesel, 14,500# GVWR, SRA (2021)	
Isuzu	HT06-20G3	NPR-XD, COE, Diesel, 16,000# GVWR, SRA (2021)	
Isuzu	HT06-20G4	NQR, COE, Diesel, 17,950# GVWR, SRA (2021)	
Isuzu	HT06-20G5	NRN, COE, Diesel, 19,500# GVWR, SRA (2021)	
Isuzu	HT06-20G6	FTR, COE Diesel, 25,950# GVWR, SRA (2021)	
2020 Kenworth model year, with standard factory features, configured as per Kenworth's <i>Premier Spec</i> dealer database, quotation/price level version: 1/1/2019			
Kenworth	HT06-20H1	K270, COE, SRA	
Kenworth	HT06-20H2	K370, COE, SRA	
Kenworth	HT06-20H3	T300-170, Conventional Cab, SBFA, SRA	
Kenworth	HT06-20H4	T300-270, Conventional Cab, SBFA, SRA	
Kenworth	HT06-20H5	T300-370, Conventional Cab, SBFA, SRA	
Kenworth	HT06-20H6	T300-370, Conventional Cab, SBFA, TRA	
Kenworth	HT06-20H7	T440, Conventional Cab, SBFA, SRA	
Kenworth	HT06-20H8	T440, Conventional Cab, SBFA, TRA	
Kenworth	HT06-20H9	T470, Conventional Cab, SBFA, SRA	
Kenworth	HT06-20H10	T470, Conventional Cab, SBFA, TRA	
Kenworth	HT06-20H11	T680, Conventional Cab, SBFA, SRA	
Kenworth	HT06-20H12	T680, Conventional Cab, SBFA, TRA	
Kenworth	HT06-20H13	T800, Conventional Cab, SBFA, SRA	
Kenworth	HT06-20H14	T800, Conventional Cab, SBFA, TRA	
Kenworth	HT06-20H15	T880, Conventional Cab, SBFA, SRA	
Kenworth	HT06-20H16	T880, Conventional Cab, SBFA, TRA	
Kenworth	HT06-20H17	W900, Conventional Cab, SFFA, TRA	
Kenworth	HT06-20H18	W990, Conventional Cab, SBFA, TRA	
2021 Mack model year, with standard factory features, configured as per Mack's <i>MSS</i> dealer database, quotation/price level version: PB1021A			
Mack	HT06-20I1	Pinnacle 64R, Conventional Cab, SFFA, TRA	
Mack	HT06-20I2	Anthem 42R, Conventional Cab, SBFA, SRA	
Mack	HT06-20I3	Anthem 64R, Conventional Cab, SBFA, TRA	

Mack	HT06-20I4	Granite 42FR MHD, Conventional Cab, SFFA, SRA	
Mack	HT06-20I5	Granite 42BR MHD, Conventional Cab, SBFA, SRA	
Mack	HT06-20I6	Granite 64FR MHD, Conventional Cab, SFFA, TRA	
Mack	HT06-20I7	Granite 64BR MHD, Conventional Cab, SBFA, TRA	
Mack	HT06-20I8	Granite 64FR, Conventional Cab, SFFA, TRA	
Mack	HT06-20I9	Granite 64BR, Conventional Cab, SBFA, TRA	
Mack	HT06-20I10	TerraPro 42R, COE, SRA	
Mack	HT06-20I11	TerraPro 42R G, COE, SRA, Natural Gas	
Mack	HT06-20I12	TerraPro 64R, COE, TRA	
Mack	HT06-20I13	TerraPro 64R G, COE, TRA, Natural Gas	
Mack	HT06-20I14	LR 42R, COE, SRA	
Mack	HT06-20I15	LR 64R, COE, TRA	
Mack	HT06-20I16	LR 42R G, COE, SRA, Natural Gas	
Mack	HT06-20I17	LR 64R G, COE, TRA, Natural Gas	
2020 Peterbilt model year, with standard factory features, configured as per Peterbilt's <i>SmartSpec</i> dealer database, quotation/price level version: 1/1/2020			
Peterbilt	HT06-20J1	220, COE, SRA	
Peterbilt	HT06-20J2	520, COE, SRA	
Peterbilt	HT06-20J3	520, COE, TRA	
Peterbilt	HT06-20J4	325, Conventional Cab, SRA	
Peterbilt	HT06-20J5	330, Conventional Cab, SRA	
Peterbilt	HT06-20J6	337, Conventional Cab, SRA	
Peterbilt	HT06-20J7	348, Conventional Cab, SRA	
Peterbilt	HT06-20J8	348, Conventional Cab, TRA	
Peterbilt	HT06-20J9	365, Conventional Cab, SRA	
Peterbilt	HT06-20J10	365, Conventional Cab, TRA	
Peterbilt	HT06-20J11	367, Conventional Cab, SRA	
Peterbilt	HT06-20J12	367, Conventional Cab, TRA	
Peterbilt	HT06-20J13	389, Conventional Cab, TRA	
Peterbilt	HT06-20J14	567, Conventional Cab, TRA	
Peterbilt	HT06-20J15	579, Conventional Cab, TRA	
2020 Ram model year, with standard factory features, configured as per Ram's <i>Dealer Connect</i> dealer database, quotation/price level version: 11/27/19			
Ram	HT06-20K1	4500, 4x2, Regular Cab (2-door) Tradesman, Gas, 144" WB, 60" CA (DP4L63)	
Ram	HT06-20K2	5500, 4x2, Regular Cab (2-door) Tradesman, Gas, 144" WB, 60" CA (DP5L63)	
2020 Volvo model year, with standard factory features, configured as per Volvo's <i>TM2</i> dealer database, quotation/price level version: 10-21-2019.b			
Volvo	HT06-20L1	VHD42B200, Conventional Cab, SBFA, SRA	
Volvo	HT06-20L2	VHD64B200, Conventional Cab, SBFA, TRA	
Volvo	HT06-20L3	VNR42T300, Conventional Cab, SBFA, SRA, Tractor (medium hood)	
Volvo	HT06-20L4	VNR64T300, Conventional Cab, SBFA, TRA, Tractor (medium hood)	
Volvo	HT06-20L5	VNL42T300, Conventional Cab, SBFA, SRA, Tractor (longer hood)	
Volvo	HT06-20L6	VNL64T300, Conventional Cab, SBFA, TRA, Tractor (longer hood)	

2020 Western Star model year, with standard factory features, configured as per Western Star's *SpecPro* dealer database, quotation/price level versions as shown below

Western Star	HT06-20M1	4700SF, Conventional Cab, SFFA, TRA (PRL-20T)	
Western Star	HT06-20M2	4700SB, Conventional Cab, SBFA, TRA (PRL-20T)	
Western Star	HT06-20M3	4900SF, Conventional Cab, SFFA, TRA (PRL-20W)	
Western Star	HT06-20M4	4900SB, Conventional Cab, SBFA, TRA (PRL-20W)	
Western Star	HT06-20M5	4900EX, Conventional Cab, SFFA, TRA (PRL-20W)	
Western Star	HT06-20M6	5700DC, Conventional Cab, SBFA, TRA (PRL-20Y)	
Western Star	HT06-20M7	6900XD, Conventional Cab, SBFA, TRA (PRL-20W)	

Blank Pages for Listing of Additional Options

Pages 11 thru 14

Blank Pages for Listing of Additional Options

Pages 16 thru 19

Offeror:

Instructions: Reference Section-B

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W-9

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

On joint bids, a W-9 form is required for each party to the bid.

CIQ

Respondent should reference the CIQ/Conflict of Interest Questionnaire form included in this solicitation package. It is required and should be completed (even in the absence of a conflict of interest), with name of your company, name of signatory, and signature - submitted with response in both printed and electronic formats.

On joint bids, a CIQ form is required for each party to the bid.

1295

Respondent should reference the Texas Ethics Commission document highlighted in this solicitation package ("Certificate of Interested Parties - Form 1295"). This State of Texas document is found online and must be completed in associated with this solicitation, submitted in both printed and electronic formats.

TEC site:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

On joint bids, a 1295 form is required for each party to the bid.

HB 89

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract

Respondent should reference the *HB 89* form included in this solicitation package. It should be completed and submitted with response in both printed and electronic formats.

On joint bids, an HB89 form is required for each party to the bid.

Contractor Information Form

Respondent shall complete the enclosed H-GAC document, "Contractor Information Form", and include in response in both printed and electronic formats, and included with the other required forms.

On joint bids, a CIF form is required for each party to the bid.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RUSH TRUCK CENTERS OF ARIZONA, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be paid within 30 days of submission of its invoices to City at the rates attached hereto.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,950,821.27 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Per attached Customer Proposal Letters, for the purchase of two (2) Peterbilt/Curbtender side load trucks and three (3) Peterbilt/New Way side load trucks, for a not to exceed amount of \$1,950,821.27 for the entire term of the Agreement. This includes a 10% contingency of \$177,347.38. The \$177,347.38 may only be utilized with approval by the City.



Rush Truck Center, Phoenix
 9600 W. Roosevelt St.
 Tolleson, AZ 85353
 602-422-8100

FY23

Qty (2)

Customer Proposal Letter

City of Glendale

Qty (2) @ \$347,678.24/ea. = \$695,356.48

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2023 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: 2023 Peterbilt/Curbtender ASL - Per Previous Letter of Intent on HGAC.

Includes Local Items of: Red Dot AC, Window Tint, Undercab Foam, Double Brake Pedal, Blow Guns in Cab, Safety Brake Checks, Lookdown Mirror, External Hourmeter and Allison 5 Year Warranty

Quantity	1	Total
Truck Price per Unit	\$ 317,268.00	\$ 317,268.00
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 317,268.00	\$ 317,268.00
Optional Extended Warranty(ies)	\$ 3,782.00	\$ 3,782.00
State Sales Tax	\$ 26,333.24	\$ 26,333.24
Additional Taxes	\$ 25.00	\$ 25.00
Documentary Fee	\$ 250.00	\$ 250.00
Tire Fee	\$ 20.00	\$ 20.00
Total Sales Price	\$ 347,678.24	\$ 347,678.24
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 347,678.24	\$ 347,678.24 <i>each</i>

Sales Representative: Byron Haught
 Signature: _____ Printed Name: _____ Date: _____

Purchaser: _____
 Signature: _____ Printed Name / Title: _____ Date: _____

Accepted by Sales Manager or General Manager: _____
 Signature: _____ Printed Name: _____ Date: _____

Quote good until 3/3/2022 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



Rush Truck Center, Phoenix
 9600 W. Roosevelt St.
 Tolleson, AZ 85353
 602-422-8100

FY23

Qty (3)

Customer Proposal Letter

City of Glendale

Qty (3) @ \$359,372.47/ea. = \$1,078,117.41

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2023 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: 2023 Peterbilt/NewWay ASL - Per Previous Letter of Intent on HGAC.

Includes Local Items of: Red Dot AC, Window Tint, Undercab Foam, Double Brake Pedal, Blow Guns in Cab, Safety Brake Checks, Lookdown Mirror, External Hourmeter and Allison 5 Year Warranty

Quantity	1	Total
Truck Price per Unit	\$ 328,066.00	\$ 328,066.00
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 328,066.00	\$ 328,066.00
Optional Extended Warranty(ies)	\$ 3,782.00	\$ 3,782.00
State Sales Tax	\$ 27,229.47	\$ 27,229.47
Additional Taxes	\$ 25.00	\$ 25.00
Documentary Fee	\$ 250.00	\$ 250.00
Tire Fee	\$ 20.00	\$ 20.00
Total Sales Price	\$ 359,372.47	\$ 359,372.47
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 359,372.47	\$ 359,372.47 each

Sales Representative: Byron Haught (Signature) / Byron Haught (Printed Name) / _____ (Date)

Purchaser: _____ (Signature) / _____ (Printed Name / Title) / _____ (Date)

Accepted by Sales Manager or General Manager: _____ (Signature) / _____ (Printed Name) / _____ (Date)

Quote good until 3/3/2022 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.