

2017-249 MEG

HGACBUY	CONTRACT PRICING WORKSHEET	Contract No.:	HT06-16	Date Prepared:	5/30/2017
	For MOTOR VEHICLES Only				

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Hidalgo County Precinct 3	Contractor:	Houston Freightliner, Inc
Contact Person:	Saul Ramirez	Prepared By:	Michael McCarthy
Phone:	956-585-4509	Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:		Email:	Mike.McCarthy@STRHouston.com

Product Code:	D6	Description:	2018 Freightliner M2-106-70
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 59658

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Cummins ISB 250 HP	1089		
Allison 2500 RDS Automatic Transmission	2661		
Air Conditioner	850		
Bendix AD-9 Air Dryer	290		
Air Driver Seat	175		
AM/FM Radio	230		
205" Wheelbase	656		
RH Understep Exhaust with Vertical Stack	629		
1/4" Frame Liner	650		
23,000 LB Multi-Leaf Rear Suspension	1285		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	8515

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	68173	=	Subtotal D:	68173
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount	-2823		
		Subtotal F:	-2823

Delivery Date: 1-Oct G. Total Purchase Price (D+E+F): 65950

Notes - reviewed by Saul again on 9/7/17
 Model # same as the one for pickup reviewed and approved - *[Signature]*

2017-249-MEG

MEDIUM AND HEAVY TRUCKS & TRUCK BODIES - HT06-16

Contract No.: HT06-16

Effective Date: June 1, 2016 to May 31, 2018

These are complete, turn-key chassis, equipped with current EPA threshold compliant engines/emissions, and consistent with the components and performance of H-GAC specification configuration, [as viewed on this link](#):

For each Base Unit cab-chassis priced in the table, below, other than those options/upgrades called for by an HGAC member (alternate engine, transmission, wheelbase, body, etc), no additional, compulsory equipment or fees are required to render these cab-chassis as functioning, legally-equipped machines meeting those minimums established for each model's base configuration. Unless otherwise noted in the descriptions below, the Base Unit prices below include any emission surcharges and standard factory-to-dealer freight. Freight from dealers to HGAC members (or from dealer to conversion company) shall be recognized as a separate PO line item, unique to end user. Vendors priced various chassis manufacturer options from which HGAC members may build alternative configurations. Contact vendors for a complete quote relative to this contact .

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

- [AUTOCAR](#)
- [AUTOCAR](#)
- [CATERPILLAR](#)
- [FORD](#)
- [FORD](#)
- [FREIGHTLINER](#)
- [FREIGHTLINER](#)
- [HINO](#)
- [INTERNATIONAL](#)
- [ISUZU](#)
- [ISUZU](#)
- [KENWORTH](#)
- [KENWORTH](#)
- [MACK](#)
- [PETERBILT](#)
- [RAM](#)
- [VOLVO](#)
- [WESTERN STAR](#)

RE: Truck Bodies: various truck bodies (e.g. aerials, dump bodies, wrecker bodies, service bodies, etc.) are available through each vendor's options pricing. Contact vendors for more details.

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AUTOCAR

Contractor: Chastang Enterprises, dba Chastang's Bayou City Autocar

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
A2	ACX42, COE, SRA	\$81,303
A3	ACX84, COE, TRA	\$87,422

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AUTOCAR

Contractor: Grande Truck Center

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
A1	ACMD42, COE, SRA	\$75,600

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CATERPILLAR

H-GAC CONTACTS

- **Loleta Chappel**
(P): 713-993-2486
(F): 713-993-4548
loleta.chappel@h-gac.com

VENDOR CONTACTS

- **Chastang Enterprises Inc. dba Chastang Ford dba Chastang's Bayou City Autocar**
Ed Miller
(P): 713-678-5007
(F): 713-678-5001
[Click here for Email](#)
- **Cleveland Mack Sales, Inc. d/b/a Performance Truck**
Peston Fredrich
(P): 713-844-7161
(F): 713-844-7222
[Click here for Email](#)
- **Doggett Freightliner of South Texas, LLC**
Mike Crockett
(P): 210-277-4373
(F): 210-661-0289
[Click here for Email](#)
- **Freedom Chrysler Dodge Jeep Ram**
Bert Stull
(P): 972-707-9436
(F): 972-780-3320
[Click here for Email](#)
- **French Ellison Truck Center**
Jason w. Mims
(P): 210-228-2028
(F): 210-662-5999
[Click here for Email](#)
- **Grande Truck Center**
Rocky Shoffstall
(P): 210-666-7112
(F): 210-666-7216
[Click here for Email](#)
- **Holt Texas, LTD.**
William Mitchell
(P): 210-648-1111
(F): 210-648-0079
[Click here for Email](#)
- **Housby Mack Inc.**
Scott Ferris
(P): 515-299-6272
(F): 515-261-4340
[Click here for Email](#)
- **Houston Freightliner, Inc**
Michael McCarthy
(P): 713-580-8122
(F): 713-955-6282
[Click here for Email](#)
- **Rush Truck Centers of Arizona, Inc. dba Rush Truck Center, Phoenix**
George Beal
(P): 602-422-8122
(F): 602-422-8175
[Click here for Email](#)
- **Rush Truck Centers of California dba Rush Truck Center, Pico Rivera**
Kevin Voss
(P): 800-776-3647
(F): 800-776-3647

2017-249-MEG



LOGIN

GENERAL PURPOSE & EMERGENCY VEHICLES	INFRASTRUCTURE EQUIPMENT & SERVICES	COMMUNICATIONS EQUIPMENT & SERVICES	GROUNDS FACILITIES & PARKS EQUIPMENT	PUBLIC WORKS EQUIPMENT	EMERGENCY EQUIPMENT & SUPPLIES	CONSULTING LEASING & STAFFING SERVICES	EMERGENCY PREPAREDNESS/ DISASTER RE
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You are here: Home > Medium and Heavy Trucks & Truck Bodies - HT06-16

GENERAL PURPOSE & EMERGENCY VEHICLES

FREIGHTLINER

Contractor: Houston Freightliner, Inc.

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
D1	108SD-70, Conv. Cab, SBFA, SRA	\$63,924
D2	108SD-80, Conv. Cab, SBFA, TRA	\$73,872
D3	114SD, Conv. Cab, SFFA, SRA	\$77,539
D4	122SD, Conv Cab, SFFA, TRA	\$91,973
D5	M2-106-60, Conv. Cab, SBFA, SRA	\$57,272
D6	M2-106-70, Conv. Cab, SBFA, SRA	\$59,658
D7	M2-106-80, Conv. Cab, SBFA, TRA:	\$69,353
D8	M2-112, Conv. Cab, SBFA, TRA	\$74,735
D9	Cascadia CA113-DC, Conv Cab Tractor, SBFA, TRA	\$89,634

- 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.



Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777 • 1-800-926-023

CONTRACT PRICING VERIFICATION

TO:
Elena Gomez

FROM:
Loleta Chappel

TOWN OF NA

DATE:

Hidalgo County

9/13/2017

PHONE NUMBER:

RE:

REFERENCE:

Price Verification of HT06-16
Medium and Heavy Trucks & Truck
Bodies

Contract Pricing Worksheet dated:
05/30/2017 Houston Freightliner, Inc.

I have reviewed the pricing worksheet provided HT06-16 Medium and Heavy Trucks & Truck Bodies. Our review verifies the pricing worksheet(s) provided is in compliance with the contract. When you are ready please make your Purchase Order out to the vendor and send a copy of the Purchase Order and all the HGACBUY Product Pricing Worksheet information to me by email loleta.chappel@h-gac.com or fax 713-993-4548 and please send a copy of the Purchase Order to the vendor.

If you have any questions please feel free to contact me.

*****This is not an HGACBUY Order Confirmation Letter*****

Thank You
Loleta Chappel
Procurement Services Specialist
Cooperative Purchasing
Direct: 713-993-2486
Fax: 713-993-4548
loleta.chappel@h-gac.com
www.HGACBUY.org

2017-249-MEG

Chappel, Loleta

From: Chappel, Loleta
Sent: Wednesday, September 13, 2017 5:05 PM
To: 'Elena Gomez'
Subject: HGACBUY Contract Pricing Verification Letter
Attachments: Contract Pricing Verification.docx

Hi Elena

Here is the HGACBUY Contract Pricing Verification Letter per your request.
If you need a copy of the Contract between HGACBUY and Houston Freightliner please contact Tammy Metty in our Contracts Department 713-499-6663
tammy.metty@h-gac.com.

Thank You

Loleta Chappel

Procurement Service Specialist

Direct 713-993-2486

Fax 713-993-4548

www.hgaacbuy.org

HGACBUY THE SMART PURCHASING SOLUTION

Please Note:

Trip Reduction Work Schedule
Monday – Thursday 7AM to 6PM
Out of Office Fridays

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

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Houston Freightliner, Inc**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 9550 North Loop East, Houston, Texas 77039.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Medium and Heavy Trucks & Truck Bodies** Contract to become effective as of June 1, 2016, and to continue through May 31, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Medium and Heavy Trucks & Truck Bodies** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Medium and Heavy Trucks & Truck Bodies** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

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

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **HT06-16**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **HT06-16**, including but not limited to, prices and options offered

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

ARTICLE 3: LEGAL AUTHORITY

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

ARTICLE 4: APPLICABLE LAWS

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

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

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

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

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

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

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

ARTICLE 9:**REPORTING REQUIREMENTS**

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

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

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

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

ARTICLE 11:**SEVERABILITY**

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

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

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

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

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

ARTICLE 15:**TERMINATION FOR CAUSE**

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

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

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

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

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

ARTICLE 18:**GOVERNING LAW & VENUE**

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

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

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

ARTICLE 20:

LIQUIDATED DAMAGES

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

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

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.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.


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

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



Jack Steele, Executive Director

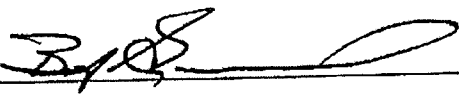
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services

Date: May 26, 2016

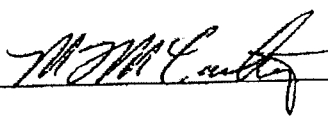
Signed for Houston Freightliner, Inc
Houston, Texas:



Printed Name & Title: Bob Garwood President

Date: 5-19, 2016

Attest for Houston Freightliner, Inc
Houston, Texas:



Printed Name & Title: Michael McCann Account Manager

Date: 5-19, 2016

Attachment A
Houston Freightliner, Inc
Medium and Heavy Trucks & Truck Bodies
Contract No.: HT06-16

MFGR	HGAC PRODUCT CODE	MODEL	BASE PRICE
Freightliner	D1	108SD-70, Conv. Cab, SBFA, SRA	\$63,924
Freightliner	D2	108SD-80, Conv. Cab, SBFA, TRA	\$73,872
Freightliner	D3	114SD, Conv. Cab, SFFA, SRA	\$77,539
Freightliner	D4	122SD, Conv Cab, SFFA, TRA	\$91,973
Freightliner	D5	M2-106-60, Conv. Cab, SBFA, SRA	\$57,272
* Freightliner	D6	M2-106-70, Conv. Cab, SBFA, SRA	\$59,658
Freightliner	D7	M2-106-80, Conv. Cab, SBFA, TRA:	\$69,353
Freightliner	D8	M2-112, Conv. Cab, SBFA, TRA	\$74,735
Freightliner	D9	Cascadia CA113-DC, Conv Cab Tractor, SBFA, TRA	\$89,634

SAM Search Results
List of records matching your search for :

Search Term : houston* freightliner*
Record Status: Active

ENTITY	Houston Freightliner Inc	Status:Active
DUNS: 618399893	+4:	CAGE Code: 5LK19 DoDAAC:
Expiration Date: Dec 13, 2017	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 9550 N Loop E		
City: Houston	State/Province: TEXAS	
ZIP Code: 77029-1230	Country: UNITED STATES	

Username

Passwr

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[Entity Overview](#)

▶ [Entity Registration](#)

▶ [Core Data](#)

▶ [Assertions](#)

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▶ [Inactive Exclusions](#)

▶ [Excluded Family Members](#)

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Houston Freightliner Inc

DUNS: 618399893 **CAGE Code:** 5LK19

Status: Active

Expiration Date: 12/13/2017

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Houston Freightliner Inc

Doing Business As: Houston Freightliner, Sterling & Western Star

Business Type: Business or Organization

Last Updated By: GEORGE HOLMAN

Registration Status: Active

Activation Date: 12/13/2016

Expiration Date: 12/13/2017

Exclusion Summary

Active Exclusion Records? No



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