

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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AGREEMENT

36146

THIS AGREEMENT is made and entered, in duplicate, as of November 16, 2021 for reference purposes only, pursuant to Resolution No. RES-21-0132 adopted by the City Council of the City of Long Beach at its meeting on November 9, 2021, by and between LDV, INC., a Wisconsin corporation ("Contractor"), with a place of business located at 180 Industrial Drive, Burlington, WI 53105, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase a 2022 Freightliner M2 106 truck chassis with a Cummins engine and Allison transmission, including all needed communication equipment, cabinets, fiberglass insulation and other accessories; and

WHEREAS, Houston-Galveston Area Council of Governments has a contract for the purchase of these special emergency vehicles, Contract No. AM10-20 ("H-GAC Contract"); and

WHEREAS, Resolution No. RES-21-0132 authorizes the City to purchase a 2022 Freightliner M2 106 truck chassis with a Cummins engine and Allison transmission, including all needed communication equipment, cabinets, fiberglass insulation and other accessories by virtue of the H-GAC Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The H-GAC Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the H-GAC Contract shall be applicable here except as follows:

A. Wherever the H-GAC Contract refers to the Houston-Galveston Area Council of Governments, it shall be deemed to refer to the City of Long Beach;

1 B. Contractor shall sell, furnish and deliver to the City a 2022
2 Freightliner M2 106 truck chassis of substantially the same type and kind purchased
3 under the Houston-Galveston Area Council of Governments, except as modified by
4 Exhibit "B" attached hereto and incorporated by this reference, in an annual amount
5 not to exceed One Million Three Hundred Eighteen Thousand One hundred Eighty
6 Dollars (\$1,318,180), including tax and shipping. To the extent that the H-GAC
7 Contract and this Agreement are inconsistent, the following priority shall govern: (1)
8 this Agreement and (2) the H-GAC Contract.

9 C. Payment for the 2022 Freightliner M2 106 truck chassis with a
10 Cummins engine and Allison transmission purchased from Contractor by the City
11 shall be made by the City on delivery to and acceptance of the 2022 Freightliner M2
12 106 truck by the City and submittal of an invoice to the City. Payment is due thirty
13 (30) days after the date of the invoice.

14 D. All warranties shall accrue to the City of Long Beach.

15 E. This Agreement shall be governed by and construed pursuant
16 to the laws of the State of California, except those provisions of California law
17 pertaining to conflicts of law. Any action involving this Agreement shall be brought
18 in the Los Angeles Superior Court, Long Beach Judicial District, or the United States
19 District Court for the State of California located in Los Angeles.

20 F. Contractor shall comply with all laws, ordinances, rules and
21 regulations of and obtain all permits, licensed, and certificates required by all
22 federal, state and local governmental authorities.

23 G. In connection with performance of this Agreement and federal
24 laws, rules, and regulations, Contractor shall not discriminate in employment or in
25 the performance of this Agreement on the basis of race, religion, national origin,
26 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
27 disability.

28 H. The acceptance of any services or the payment of any money

1 by City shall not operate as a waiver of any provisions of this Agreement, or of any
2 right to damages or indemnity stated herein. The waiver of any breach of this
3 Agreement shall constitute a waiver of any other or subsequent breach of this
4 Agreement.

5 I. This Agreement was created as a joint effort of both parties and
6 neither it nor any part of it shall be construed against one party as the drafter.

7 J. Termination of this Agreement shall not affect rights or liabilities
8 of the parties which accrued prior to the termination and shall not extinguish any
9 warranties.

10 K. Contractor shall not use the name of City, its officials or
11 employees in any advertising or solicitation for business nor as a reference without
12 the prior written approval of City's City Manager.

13 L. This Agreement is intended by the parties to benefit themselves
14 only and is not in any way intended or designed to or entered for the purpose of
15 creating any benefit or right for any person or entity of any kind that is not a party to
16 this Agreement.

17 M. In performing hereunder, Contractor is and shall act as an
18 independent contractor and neither Contractor nor its employees, agents, suppliers
19 or subcontractors shall act as or be deemed employees, representatives or agents
20 of City.

21 N. The terms and conditions of this Agreement are severable. If
22 any term or condition is held invalid, void or unenforceable, the remaining terms and
23 conditions shall be given effect.

24 O. Neither this Agreement nor any money that becomes due to
25 Contractor under this Agreement may be assigned by Contractor without the
26 prior written consent of the City Manager or his designee.

27 P. In the event of any conflict or ambiguity between this
28 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LDV, INC., a Wisconsin corporation

12-8-21, 2021

By [Signature]
Name Kurt Petrie
Title President

12/8/21, 2021

By [Signature]
Name Mary Lynch
Title Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

12/20/, 2021

By [Signature]
City Manager

"City" EXECUTED PURSUANT TO SECTION 5.1 OF THE CITY CHARTER.

This Agreement is approved as to form on December 15, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

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LDV, INC., a Wisconsin corporation

12/8-21, 2021

By [Signature]
Name Kurt Petrie
Title President

12/08/21, 2021

By [Signature]
Name Mary Lynch
Title Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT “A”



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.: AM10-20	ISSUE DATE: April 2, 2020	
CATEGORY: AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES		

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 8000 local government members, districts, and agencies in 49 states.

Note: Responses will be accepted by online electronic submission only. Responses are scheduled to be "Opened By HGAC" on the date and time indicated.

Go to the following address and click on the corresponding link:
<https://www.hgacbuy.org/bid-notices>

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	February 13, 2020
PRE-BID/PROPOSAL CONFERENCE:	March 12, 2020 @ 9:00 a.m. CT, Conference Room A, 2nd floor
FINAL SPECIFICATION / INVITATION:	April 2, 2020
BID/PROPOSAL RESPONSES DUE:	May 7, 2020 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	May 7, 2020 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	August 18, 2020
CONTRACT START DATE & TERM:	October 1, 2020 thru September 30, 2022
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact: Name: Jackie Palmer Phone: 713-993-2466 E-mail: jpalmer@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

ELECTRONIC SUBMISSION

IMPORTANT:

Responses will be accepted by online electronic submission only. There will be two (2) links provided in the solicitation documents detailing the following:

- **How to submit your bid electronically**
- **Instructions on uploading your bid**

**These links can be downloaded from HGACBuy's website,
<https://www.hgacbuy.org/bid-notices>**



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. AM10-20

DESCRIPTION: Ambulances, EMS & Other Special Service Vehicles

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1. INTRODUCTION

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

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

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

Definitions and Abbreviations:

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

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

Approved. Acceptable to the "authority having jurisdiction."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Must. A term indicating a mandatory requirement.

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

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

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

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

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

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

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

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

Quotation. See "Contract Pricing Worksheet".

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

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

Shall. A term indicating a mandatory requirement or action.

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

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

Acronyms:

ANSI = 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 Admistration
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 Admistration
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 Admistration
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, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from H-GAC. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

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

6. OFFEROR'S AUTHORIZED SIGNATORY

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

7. SURETY FOR INSURANCE

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

8. CONFIDENTIAL / PROPRIETARY MATERIALS

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

9. REFERENCES

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

10. INSURANCE

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

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

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

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

11. OFFEROR CERTIFICATIONS

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

Non-Collusive Response

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

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

Non-Biased Specifications

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

No Financial Interest or Other Conflict

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

Debarment and Suspension Status

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

Insurance Coverages

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

Licensing & Permits

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

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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

13. NON-RESIDENT RECIPROCAL SALES ACT

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

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

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

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

15. INTENT AND SCOPE OF SPECIFICATIONS

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

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

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

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

17. PRODUCT CODES

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

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

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

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

19. MANUALS

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

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

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

Options - General

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

Required Options

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

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and Offeror is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at H-GAC's sole discretion.

- b. Offeror is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

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

21. WARRANTIES, SALES & SERVICE

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

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

22. H-GAC ORDER PROCESSING CHARGE

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

23. PRE-PAYMENTS AND DISCOUNTS

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

24. INSPECTION / TESTING

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

25. PRODUCT DELIVERY

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

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

26. OFFERED PRODUCT ITEM VARIANCES

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

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

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

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., Offeror Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, H-GAC Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required H-GAC FORMS and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. Offeror may not modify the format of any H-GAC FORM in any way. Offeror may photocopy or print blank FORMS as needed. Information submitted on the printed copies of the FORMS may not be handwritten except for signatures and initials. It is Offeror's responsibility to insure that printed FORMS are clear and legible. Handwritten and illegible entries may be rejected. Offeror's printed, stamped or typed name shall appear on every FORM submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required H-GAC FORMS. Offeror is strongly advised to make and work with copies of the original electronic FORMS. The originals can then be used to make additional electronic or printed copies of the blank FORMS. Signatures are not required on the electronic FORMS.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any H-GAC contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an End User requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of Offeror.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC shall not be responsible for any Response not properly labeled.**
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to H-GAC. If not destroyed or consumed during testing, samples will be returned upon request at Offeror's expense.
- j. Offeror shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with H-GAC.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant.
- m. **First Section:**
- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
 - **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit Offeror to working with Participants toward their program goals.
 - **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
 - References, formatted as described elsewhere herein.
 - Service Organization Document, formatted as described elsewhere herein.
- Second Section:**
- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this Form may or may not be used.)
 - **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the H-GAC contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this Form may or may not be used.)
 - **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- Third Section:**
- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.

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

Fourth Section:

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

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

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

29. INCONSISTENT INFORMATION

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

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
 - **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC**, at its sole discretion, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

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

32. RESPONSE EVALUATION

For Bid Responses:

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

For Proposal Responses:

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

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

34. AWARD OF CONTRACT

- a. H-GAC reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by H-GAC are understood to be included in any contract.
- b. H-GAC shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the H-GAC Board of Directors, a written contract shall be presented to the successful Offeror(s) and shall be subject to acceptance by the successful Offeror(s) within thirty (45) calendar days after presentation by H-GAC. If a contract is not executed within thirty (45) calendar days, H-GAC may rescind the contract offer and award a contract to the next Offeror in order of rank as determined by H-GAC.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by H-GAC to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by H-GAC and Offeror.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd Offeror's response to this Invitation.

35. PRO-FORMA CONTRACT

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

36. CONTRACT TERM

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

37. PERFORMANCE & PAYMENT BOND

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

38. CHANGE ORDERS

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

39. DUPLICATION OF TERMS OR STATEMENTS

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

40. PUBLICITY

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

41. TAXES

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. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

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

Information Items

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

Functions

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

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. Offeror is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

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

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

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

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

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a

party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

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

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

Appeals

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

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

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

RESOLUTION OF CONTRACT DISPUTES

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

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

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

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

52. NATIONWIDE SALES OPPORTUNITIES

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

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

**End of Section A
GENERAL TERMS & CONDITIONS**

SECTION B - PRODUCT SPECIFIC REQUIREMENTS
For
AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

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ELECTRONIC SUBMISSION

IMPORTANT:

Responses will be accepted by online electronic submission only. There will be two (2) links provided in the solicitation documents detailing the following:

- **How to submit your bid electronically**
- **Instructions on uploading your bid**

**These links can be downloaded from HGACBuy's website,
<https://www.hgacbuy.org/bid-notice>**

1. PURPOSE & SCOPE

Members of H-GAC's Cooperative Purchasing Program periodically have need of a variety of Ambulances, EMS and Other Specialty Vehicles, and may choose to buy them thru the Program. This Invitation and the specifications included and referenced herein are meant to establish minimum design and performance standards for such equipment, which shall be offered to members thru term contract(s).

2. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits 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):
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
 - 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3) 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;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

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

3. EQUIPMENT CATEGORIES & PRODUCT CODES

The basic equipment categories included in this Invitation are listed below. Specific base bid items and associated **H-GAC** Product Codes are listed on **Form D**.

Equipment Categories (1st Character of Product Code)

- A. Ambulance
- B. Light/Medium Rescue Vehicle
- C. Other Specialty Vehicle or Equipment
- D. EMS Vehicle Conversions
- E. Remounts

4. GENERAL REQUIREMENTS

- This Invitation is designed to obtain bids that will:
 - A) Provide component prices for Emergency Medical Service Equipment and Units, and
 - B) Provide a pricing structure or formula for services associated with the design, development, delivery, and installation of the equipment.
 At the direction of each End User Agency, Contractor shall develop individual, unit specific recommendations using the contractual component price list and service formulas.

Contractor shall honor purchase orders for supply of new units and installation of Products on existing units, but will not be obligated to supply items such as stretchers, disposable medical supplies and oxygen tanks.

- **First Section of Bid** - Place the **Completed Form A-B-C-H-GAC-105-1131-1144**
- **Form A's**

An originally signed Form A from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the Ambulance Manufacturer and / or Converter and the Franchised Texas Dealer. Form A's will be accepted from those dealers outside Texas who have current or past sales through the program (Note: All other sales outside Texas should be coordinated through the manufacturer when possible). In those cases where sales must go through a dealer due to franchise agreements, Form A's will be accepted from those out-of-state dealers. For those only bidding conversions (i.e. mobile command, light rescues), Form A's from in-state commercial chassis dealers for the underlying chassis make being quoted must be provided in order to sell in Texas.

- **Spec/Quote Sheet**

Bidder shall supply a spec/quote sheet for each product code bid on Form D (including remounts). These sheets should call out the H-GAC Product Code and detail what features are included in the price quoted on Form D.

Note: The spec/quote sheet supplied in the solicitation for complete units should provide vehicle model year/date and/or the price level information. This information is needed in order to process price change request on vehicles bid on Form D.

- **Fees**

For all complete vehicles (Ambulances, EMS and Special Service) excluding remounts, there will be a flat fee of \$1,000.00 assessed per purchase order. There will be a flat fee of \$600.00 assessed per purchase order for remounts.

Note: For all non-vehicle products (boats, trailers, etc.) there will be a fee of 1.5% of the total Purchase Order amount (**Published Items**) per purchase order. **Include this fee into your pricing.**

5. **ABBREVIATIONS, ACRONYMS & DEFINITIONS**

In addition to abbreviations, acronyms and definitions defined elsewhere herein, the following may also be found in these specifications:

AMD = Ambulance Manufacturers Division of the National Truck Equipment Association

Gallons. United States gallons.

PTO. Power takeoff.

Aluminum Constructed Body – patient module with all aluminum construction **including** structural components, cabinets, floors (no wood products used in construction).

General Constructed Body – patient module with aluminum structural components and other marine or exterior grade construction materials.

Chassis Powered – ambulance module powered by chassis electrical system.

Generator Powered – ambulance module including module mounted warning equipment and scene lights powered by on-board generator.

6. **SAFETY INSPECTION AND LICENSES**

A. **Safety Inspection**

Any vehicle bid to H-GAC shall include in the bid price, the cost of providing whatever Safety Inspection is required in the state of purchase, including documentation and windshield sticker.

B. **State Licenses**

Offeror must have all licensing required by any state in which business is conducted under an H-GAC Contract, and in particular the State of Texas, Department of Transportation, Motor Vehicle Division Code, if applicable. **Offeror must provide, in any response hereto, a copy of its current Texas MVD Motor Vehicle Dealers License and any other licenses (Converter, Trailer etc..) that may be required to sell their bid items in Texas.** Further, Contractor must provide licensing documentation for other states to H-GAC whenever requested.

7. EQUIPMENT MANUFACTURER'S SUPPORT

- A. The Contractor shall be prepared to offer replacement parts and/or service at prevailing rates. **Equipment and Units** shall maintain replacement parts and service for all equipment. An ample stock of individual components shall be carried for a minimum of seven (7) years after dates of acceptance by End Users of **Emergency Medical Service Equipment and Units**.
- B. If any component becomes obsolete or unavailable, the Contractor shall be responsible for providing a device which will functionally replace the component if replacement parts are ordered. Ultimately, the Contractor shall, if required, replace the item with equipment of current manufacture which will provide the same functions.
- C. Offeror shall certify by submission of this bid the capability to supply replacement parts (for ambulance conversions) as may be required for a period of at least seven (7) years after **Emergency Medical Service Equipment and Units** have been accepted by End User Agencies.

8. FACTORY TESTING

Emergency Medical Service Equipment and Units shall undergo extensive factory testing prior to shipment to End Users. Testing shall encompass all phases of **Emergency Medical Service Equipment and Units** equipment from board or modular component level, to fully assembled status. Houston-Galveston Area Council shall be furnished documentation on request.

Note: End User Agency shall be responsible for travel and expenses related to factory inspections. Offeror may provide this travel as an option to End User Agency where permitted.

9. WARRANTY PERIOD

The warranty period for all equipment and accessories shall be, at a minimum, at least as per the standard warranty period normally offered by the manufacturer. This shall supersede any requirement related to warranty period stated in Section A.

- A. The patient compartment, all modifications to the OEM chassis by Offeror on the accepted unit, equipment and parts shall be guaranteed for a minimum period of ONE (1) years against defects in design, materials, and workmanship. The warranty period shall begin upon final acceptance of the equipment. This warranty shall cover parts and labor expenses.
- B. On type I & III emergency medical service MODULE the warranty period shall be **fifteen (15) years**.
- C. This warranty shall be upgraded to its original status each time the module is remounted by Contractor or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
- D. Warranty of all system equipment shall be the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.
- E. In the event any component part of equipment or materials furnished under these specifications, or it's subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor shall at no expense to the End User agency or **H-GAC**, repair or replace equipment or component with new equipment or component.
- F. Contractor shall furnish copies of warranties for all installed or otherwise provided equipment upon delivery of vehicle(s) to end user agencies. "On site" service shall be furnished for minor repairs and electrical problems by the contractor, but may be performed by their certified, designated agent emergency medical service units.

10. DELIVERY DOCUMENTATION

- A. **User's Manual**
At least one (1) user or operators manual shall be furnished with each delivered piece of equipment. Manuals shall provide basic operational description of all equipment and other pertinent operational details. Manuals shall be concise, simple, and shall include pictures showing various operator controls.
- B. **Installation / Service Manual & Schematics**
The Installation/Service Manual shall describe proper **Emergency Medical Service Equipment and Units** installation procedures. The manual shall include those details which are unique to the unit. The Installation/Service Manual shall also include a maintenance section with board overlays, schematic diagrams, and theories of operation. Explanation of diagnostic display interpretations shall also be included. All drawings shall be accurate, to a scale sufficiently large to show all pertinent features of

unit/system items and method of connection, detailing components. Two each to be provided with each EMS unit delivered.

C. Equipment Documentation

Contractor shall deliver to End User Agency a complete set of manuals, warranties, warranty registration, instructions, etc. associated with any equipment installed or provided with the supplied Emergency Medical Service Equipment and Unit(s). This includes documentation for items such as sirens, lighting, siren speakers, oxygen devices, stretchers and cab-chassis.

11. ELECTRICAL AND MECHANICAL REQUIREMENTS & FEATURES

A. Ergonomic Design

Operator control functions, switches, buttons, and displays shall be designed to aid and enhance operator capabilities by minimizing efforts required to control equipment. Each function shall be labeled in a manner which minimizes operator error. Each major equipment function shall have an individual switch and associated indicator.

B. Electrical Features

1. Electronic circuitry employed throughout the **Emergency Medical Service Equipment and Units** may utilize integrated, solid state circuitry, and may utilize Very Large Scale Integration. The only exception allowed shall be relays for external interfaces and switches. Switches shall be rated for a minimum of one million (1,000,000) operations. On printed circuit boards, all active devices shall have designations screened onto the circuit board at each device location. All optional and auxiliary circuit output connections shall be screened onto the board for easy reference.

2. All **Emergency Medical Service Equipment and Units** electrical components should be of plug-in modular design. The plating material on circuit board edges, where plug-in contact is made, shall provide maximum reliability. All Copper traces on circuit boards shall be covered with protective materials which provide both isolation and non-conductivity.

C. Equipment Interchange Ability

For ease of service and reduction of spare parts, all components and similar equipment shall be interchangeable excepting minor adjustments, where applicable. The exchange of equipment by personnel of the End User Agency shall in no way constitute a violation of the warranty if performed according to basic steps listed in User's Manual or Installation/Service Manual. **Emergency Medical Service Equipment and Units** shall have all essential, standard maintenance areas located to provide ease of access.

D. Standard Electrical Feature Expansion

Field enhancement and expansion of standard electrical features shall be accomplished by modification or addition of required components to control the added features.

E. General Installation Requirements

1. The installation procedures for all equipment shall be accomplished in a complete and professional manner.

2. To conform with manufacturers' warranties, all equipment installed under this agreement having a manufacturer's warranty shall be installed by, or under the direction of, the manufacturer or his certified agent. All such manufacturers' warranties shall be forwarded to the End User Agency.

3. All work involving manufactured goods or products shall be performed in accordance with manufacturer's recommendations. Any and all items of work referred to by the specifications, unless specified to the contrary in writing, shall be the responsibility of the Contractor and shall be included in submitted bid.

4. Installations shall include all related costs to interface equipment to the **Emergency Medical Service Equipment and Units** sources. Contractor shall be responsible for freight, handling, unpacking, placement, cabling, and final configuration of all proposed equipment; and all of these costs shall be identified in the bid.

5. Contractor shall be responsible for maintaining safe, clean work area, removing associated debris as needed.

F. Installation / Assembly Acceptance

Each **Emergency Medical Service Equipment and Unit** installation/assembly shall be completed and thereafter accepted in written form by the End User Agency, with copy forwarded to the H-GAC for final acceptance.

12. TRADE IN CREDIT

Contractor may offer reduction in price through credit for trade-in of End User Agency equipment at market value negotiated between Contractor and End User Agency. However, Trade-In credit shall be used to reduce End User cost only after applicable totals are tabulated.

13. STANDARDS ON BLOOD BORNE DISEASES

All **Emergency Medical Service Equipment and Units** sold thru the Program executed shall be compliant with Occupational Safety and Health Administration BLOOD BORNE pathogen standards, National Fire Protection Association, Inc standards, and Center for Disease Control recommendations.

Emergency Medical Service Units shall be designed to expedite the removal of blood and other body fluids, provide isolated disposal areas for needle sharps and infected material, and eliminate use of materials in the manufacturing of units which provides a growth media for BLOOD BORNE pathogens.

14. KKK-A-1822F – FEDERAL AMBULANCE SPECIFICATIONS

All Ambulance equipment offered and sold hereunder must meet Federal Ambulance Specification KKK-A-1822F, and all modifications and enhancements to that specification as detailed in this Invitation. A copy of the Federal Ambulance Specifications may be downloaded at no cost from the internet at:

[FSS.GSA.GOV/VEHICLES/BUYING](http://www.ntea.com/Downloads/AMD_KKK-A-1822F.pdf). (http://www.ntea.com/Downloads/AMD_KKK-A-1822F.pdf).

Note: Class 2 (four wheel driven - 4X4), Configuration A for all Types (as referenced in KKK A-1822F) can be included in the manufacturing options (**Form E**). All units are to be bid with **ALS Configuration** compliance. Offerors may offer a CREDIT on **Form E** for End User Agency choice of a **BLS Configuration** as an option as well.

15. MINIMUM CAB/CHASSIS SPECIFICATIONS FOR AMBULANCES

Offered commercial cab-chasses shall meet all specification herein, including the following:

- **All cab/chassis shall be current model Ford, Dodge, Chevrolet, GMC, International, Freightliner or other compliant cab & chassis**, with 47A ambulance prep-package, where applicable, to be included in the base unit price.
- Chassis OEM engine suitable for proposed units intended use with automatic transmission and drive train, with spin-on oil filter, dry paper element type air filter, minimum one-half inch clearance between fan blades and radiator, and radiator with heavy duty coolant recovery system.
- Multi-speed automatic w/auxiliary transmission cooler
- Power steering
- Brakes, dual hydraulic power, rear anti-lock braking system on type I, II, and III.
- Dual parking brake, cable actuated operated on type I, II, and III
- Factory air conditioning with engine driven compressor and environmentally safe freon, heavy duty cooling package and heavy-duty radiator
- OEM tinted glass
- Dual wheels, if applicable - wide track rear axle
- Unless specified by the end user, on Type I or III Modular Ambulance and Type II Van, single rear axle shall be the minimum specifications or according to payload requirements as indicated in the NFPA 1917 specification.
- Rear axlc ratio suitable for intended use
- Heavy duty front springs with front stabilizer bar
- Heavy duty gas shock absorbers front and rear
- Heavy duty rear springs designed for intended use
- Radial tires with highway tread
- Spare tire and wheel as above
- Chrome front bumper
- OEM Exterior mirrors suitable for intended use
- Dual heavy-duty batteries providing cold cranking amperage suitable for intended use
- Mud flaps in compliance with Texas state law.
- Factory dual horns, electric
- Windshield wipers, with intermittent feature
- Factory installed fuel tanks

- Unless specified by the end user, paint should be Ford Polar White or approved equal
- Aero or equal halogen headlights w/impact-resistant lenses.
- **Electrical generating system**
At minimum the ambulance shall be equipped with an OEM standard DC power from either a single or dual OEM alternator. Another brand of alternator may be substituted, provided the manufacturer of the alternator has a local service center and the alternator has been certified by a certified testing authority that the generating system meets the requirements of NFPA 1917. Increase to the capacity of the electrical system shall grow in accordance to the demand in the final electrical design of the system and the electrical load thereto. Exception to this requirement is an emergency medical service unit with an auxiliary generator set with electronic ignition, then the OEM cab-chassis 100 ampere or greater alternator is acceptable.

16. OPTIONS AND ACCESSORIES FOR AMBULANCES

Bidder shall provide a thorough listing of options on **Form E** for the categories listed below. Bidder may list/price these options individually or provide a catalog specifying the pricing/discount structure. All catalogs must be identified (name, effective date, year) on **Form E**. If catalog is submitted, bidder shall provide a copy of this catalog w/bid. The catalog/retail price book bid shall be the one in effect at the time of bid submittal. In any event, manufacturers' descriptions, part numbers, and pricing must be provided. Pricing must include installation on the vehicle when part of original vehicle order. Where one of these options is standard equipment, buyer may choose to take a credit in lieu of the required option, provided omission of the item does not make the unit non-compliant with **NFPA, QVM** and/or any other applicable certifications. This list is not meant to be restrictive or all inclusive. Offeror is expected to provide a complete listing of options/accessories with the response.

Required Option (To be bid on Form E) - (SAE J3027) - Ambulance Litter Integrity, Retention and Patient Restraint must be provided where the states or end users request it. The Cot Fastener Assembly shall be bid as an option by the contractor (Form E).

Note: Bidder is encouraged to list chassis credits (where applicable) on **Form E**.

Option and Accessory Categories

- Emergency Lighting & Light Bars
- Audible Warning Devices
- Bumpers, Guards & Trim
- Cab/chassis Options & Accessories
- Electrical Options & Accessories
- Operator Control Panel Options & Accessories
- Patient Module Exterior/Construction Options & Accessories
- Patient Module Interior Options & Accessories
- Patient Module Window Options
- Patient Transport/Restraint Options & Accessories

Note: All priced options (Form E) may be offered for separate purchase to End Users. Individual purchase orders for these options cannot exceed \$50,000.00 (H-GACBuy Fee – 1.5%)

17. REMOUNT SERVICES ONLY

Remount Services have been added to **Form D** as a base bid line item. Bid pricing for this service shall include the cost of removing an existing body and reinstalling it on a different chassis, **only**. This service would apply where the chassis was supplied by the end user.

Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end users responsibility and shall be negotiated between the end user and the supplier/contractor when services are quoted.

18. REMOUNT ON CONTRACTOR SUPPLIED CHASSIS

Remounts on Contractor Supplied Chassis have been added to **Form D** as a base bid line item. Bid pricing for this line item shall include the cost of the chassis plus the removal and reinstallation of the body, **only**.

Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end users responsibility and shall be negotiated between the end user and the supplier/contractor when services are quoted.

19. REFURBISHED SERVICES

Refurbishing parts/services are to be bid as published options on **Form E**. These published options are available for purchase by members separately and independently from associated base line items. The cost cannot exceed \$50,000.00. If quoting refurbishing services where the price exceeds \$50,000.00, it must be tied to a base bid line item (Remounts) listed on Form D.

20. OPTIONS & ACCESSORIES FOR VEHICLES OTHER THAN AMBULANCES

Offeror shall quote a wide variety of upgrades and accessories to insure that End Users may be able to configure any purchased vehicle to meet their requirements.

21. REQUIREMENTS FOR EQUIPMENT OTHER THAN AMBULANCES

Equipment other than ambulances shall be built to standard published OEM specifications for the specific equipment offered, and must meet the requirements of any applicable federal (FMVSS), state (TxDOT) or local law or regulation. All emergency vehicles, chassis, modular body equipment, devices, accessories, and electronic equipment delivered under this contract shall carry the manufacturers' standard warranty for a minimum of 1 year against defects in materials, workmanship and performance.

22. COMPETITIVE PRICING

By submission of a response, **Offeror** certifies that offered pricing is as good as or better than pricing offered to local government customers individually or thru any other program under normal circumstances. If such is not the case, **Offeror** shall explain how offered pricing differs from "best" pricing, and by how much.

23. RESCUE UNITS

Units not having firefighting capabilities (water tanks or pressurized foam tanks) shall be in accordance with the latest revision of NFPA 1901. The rescue vehicle, chassis rescue body, equipment, rescue accessories and electronic equipment to be delivered under this contract shall be standard commercial products, tested and certified to meet this specification. The vehicle shall comply with all Federal Motor Vehicle Safety Standards (FMVSS) and United States regulations applicable or specified for the year of manufacturer.

24. RESCUE/FIRE/EMS VESSELS

Boats outfitted for fire suppression, on-water rescue, scuba diver deployment, patrol & surveillance duties. These vessels meet the applicable standards and guidelines as provided by the following: US Coast Guard, ABS (American Bureau of Shipping), NFPA and ABYC (American Boat & Yacht Council).

25. EVALUATIONS AND AWARDS

Bids will be evaluated by H-GAC Staff in compliance with stated requirements. Contracts will be awarded to the "lowest responsive responsible Bidder(s) providing best value" for each base line item offered. A minimum threshold score of **70 points** will be required before a contract may be offered.

PRICING – An analysis of Bidder's submitted bid price will be conducted for each base line item using **Form D** and **Form E**. Bidders with the lowest total price for each line item will receive a **maximum score of 70 points**, the next lowest, **69**, et cetera.

PAST PERFORMANCE – An evaluation will be conducted of the Bidder's previous contract performance as an HGACBuy contractor based on the performance measured listed below. **Maximum score is 25 points.**

PERFORMANCE MEASURES
Timely response to request for information and/or request for quotes/pricing (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A 48e)
Timely delivery of product or services (as quoted at time of order placement) (Sec A, 25c)
Quality of products/service (Sec A, 25d, 44f)
Timely and accurate submission of Contractor's Activity Report (Sec A, 48h)

Timely payment of order processing charge (Sec A, 44g, 44h)

NOTE: For **Joint Bids**, each Form A submitted in the Bidders response will be scored per the above criteria and an overall average will be taken of all Form A's submitted to determine the Performance score for each submission.

Requests for a debriefing must be made in writing to jpalmer@h-gac.com within 5 days of board approval. H-GAC reserves the right to not conduct debriefing if the requests are made after that time. This procedure is NOT available to Respondents who did not participate in selected ITBs or RFPs, to non-responsive or non-timely Respondents/bidders, or when all proposals/bids are rejected.

MARKETING PLAN (Form H) – Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users. Plan may include items such as types of media to be used, frequency of outreach campaigns or designated staff resources assigned to such tasks. **Maximum score is 5 points.**

Specifications prepared by
**Houston-Galveston Area Council
Cooperative Purchasing Program**

This is the end of the Section B



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: AM10-20

Title: Ambulances, EMS & Other Special Service Vehicles

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form-H	Marketing Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
HB 89	Prohibition on Contracts with Companies Boycotting Israel
CCI	Contractor Contact Information

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

ALL completed *FORMS* must also be submitted electronically on 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 **handwrite** this Form. Information must be typed in.)

Invitation No.: AM10-20

Invitation Title: Ambulances, EMS & Other Special Service Vehicles

Offeror Company: Austin Truck & Equipment LTD dba Freightliner of Austin

(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): Kurt Petrie

Title: President

Mailing Address(3): 180 Industrial Drive Burlington WI 53105

Street/PO Box

City

State & Zip

Physical Address: 180 Industrial Drive Burlington WI 53105

Street

City

State & Zip

Phone: 262-763-0147

Fax:

262-767-2529

Email Address: sales@ldvusa.com

Federal Tax ID No.: 39-1281237

Web Page URL: www.ldvusa.com

- (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): Alee Wulfekuhle

Title: Sales Coordinator

Mailing Address: 180 Industrial Drive Burlington, WI 53105

Street/PO Box

City

State & Zip

Physical Address: 180 Industrial Drive Burlington, WI 53105

Street

City

State & Zip

Toll Free Phone: 800-558-5986

Fax: 262-767-2529

Email Address: awulfekuhle@ldvusa.com

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

The Signatory below, on behalf of Offeror:

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

Signature: _____

Title: President

Printed Name: Kurt Petrie

Date: _____

5/1/2020

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Procurement No.: AM10-20

Title: Ambulances, EMS & Other Special Service Vehicles

Offeror: LDV, Inc.

Most, if not all, of the Members of HIGACBuy 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 measurable 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.

HIGACBuy 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 HIGACBuy 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, Women 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: President

Date: 5/7/2020

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.: AM10-20
Title: Ambulances, EMS & Other Special Service Vehicles		
Offeror: LDV, Inc.		
This <i>FORM</i> is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-compliant. Offeror's signatory must review each item below, and certify by initialing in the space to the right.		
This Response Includes:		Init.
1	A copy of the COMPLETE submission, including all required <i>FORMS</i> , in electronic format	FS
2	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.	FS
3	The required list of References .	FS
4	Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	FS
5	Complete Warranty Documentation for all Products offered.	FS
6	The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered. Note: Bidder shall supply a spec/quote sheet for each product code bid on Form D . These sheets should detail what features are included in the price quoted on Form D .	FS
7	Forms A, B, C, D, E, G, H, (EXCEL FORMAT), 1295, W-9, CIQ, HB89, CCI. A 1295, W-9, CIQ, HB89 & CCI form shall be provided from each entity that has submitted a Form A for this submission.	FS
8	If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	N/A
9	If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	FS

FORM D - OFFERED ITEMS PRICING

INSTRUCTIONS: Fill in unshaded areas. Complete one line for each product code. Add lines as needed. Shaded columns for H-GAC use only.

Offeror Name:	LDV, Inc.				
Contract	Manufacturer	Vendor	Product Code	Description	Price

M. LDV

C. Other Specialty Vehicle or Equipment

AM10-20	LDV		AM20MC01	SS23EEQ-CC, 23' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a 14,500lb GVWR cutaway van gas chassis with a 13' load space.	\$ 105,101.00
AM10-20	LDV		AM20MC02	SS23RDV-CC, 23' Rapid Deployment Vehicle on a 14,500lb GVWR cutaway van gas chassis with a 13' load space.	\$ 76,453.00
AM10-20	LDV		AM20MC03	SS28EEQ-SV, 28' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a Freightliner MT-55 26,000-lb. GVWR diesel chassis with spring rear suspension hydraulic brakes and a 20' load space stepvan	\$ 192,027.00
AM10-20	LDV		AM20MC04	SS34FC-SV, 34' Mobile Command Center on a Freightliner MT-55 26,000-lb GVWR diesel chassis with Air Ride Suspension Hydraulic Brakes and a 24' load space stepvan	\$ 274,572.00
AM10-20	LDV		AM20MC05	SS36FC-SV, 36' Mobile Command Center on a Freightliner MT-55 26,000-lb GVWR diesel chassis with Air Ride Suspension Hydraulic	\$ 303,942.00
AM10-20	LDV		AM20MC06	SS40FC1S-CC, 40' Mobile Command Center with 1 slideout on a 33,000-lb. GVWR diesel cab-chassis with air ride suspension air brakes	\$ 467,908.00
AM10-20	LDV		AM20MC07	SS40FC1S-SV, 40' Mobile Command Center with 1 slideout on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride	\$ 393,218.00
AM10-20	LDV		AM20MC08	SS40FC-SV, 40' Mobile Command Center on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride suspension air brakes and	\$ 334,045.00
AM10-20	LDV		AM20MC09	SS40RC1S-SV, 40' Mobile Command Center with 1 slideout on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride	\$ 392,849.00
AM10-20	LDV		AM20MC10	C28MED18, 28' 1 Room Mobile Clinic on a 4x2 19,500-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 20' load space.	\$ 140,408.00
AM10-20	LDV		AM20MC11	C34MED24, 34' 1 Room Mobile Clinic on a 25,999-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 24' load space.	\$ 186,831.00
AM10-20	LDV		AM20MC12	S32MED22, 32' 2 Room Mobile Clinic on a 22,000-lb GVWR gas chassis with spring suspension hydraulic brakes and a 22' load space	\$ 186,196.00
AM10-20	LDV		AM20MC13	MCC302990, 28' Mobile Command Center on a 11,440-lb. GVWR tandem axle trailer.	\$ 85,119.00
AM10-20	LDV		AM20MC14	T35MCC32, 35' Mobile Command Center with 1 slideout on a 19,800-lb GVWR triple axle trailer.	\$ 350,072.00
AM10-20	LDV		AM20MC15	MCC302200 40' Mobile Command Center on a 54,000 lb GVWR diesel cab-chassis with a 29.5' all aluminum body and two slide outs.	\$ 860,153.00
AM10-20	LDV		AM20MC16	SS24RC-CC 24' Mobile Command Center on a 14,500 lb GVWR gas cutaway van with 14' load space body.	\$ 150,982.00
AM10-20	LDV		AM20MC17	C22EEQ-33732 22' Equipment Vehicle on a 19,500 lb GVWR diesel crew cab chassis with 12' custom storage body.	\$ 283,882.00
AM10-20	LDV		AM20MC18	M45EWC38121712 45' Mobile Command Vehicle on a Class A motorhome shell with 52,000 lb diesel chassis and four slide outs.	\$ 1,127,291.00

FORM E - PUBLISHED OPTIONS		Procurement No.:	AM10-20
Offeror Name:	LDV, Inc.		
Notes: (Important)	<p>1) Use a single Form E for ALL Option/Accessory items and quote each on a single, separate line. DO NOT use multiple Form E's... Add or insert additional lines as necessary.</p> <p>3) Completely describe each item. Include the manufacturer's code or part number. Each item listed MUST have a unique code or part number so that it can be identified in any subsequent contract.</p> <p>4) Options which replace standard equipment on a Form D Item should be priced net of any credit due for the replaced item.</p> <p>5) Options which are upgrades/downgrades of a Form D Item should be priced at the differential amount between the cost of the Form D Item and the upgrade/downgrade option.</p>		
Code or Part No.	Option Description	Offered Price	
SS1933	24 port unmanaged gigabit switch	\$ 723.87	
SS2023	Paint exterior input box door	\$ 577.24	
SS0906	Custom Fabricated Sliding Chair Pedestal	\$ 1,973.94	
SS1707	Multi-unit portable radio charger	\$ 1,879.28	
SS0102	Insta Chains w/ 12 chains and air system.	\$ 4,554.82	
SS1615	External mast 9 section 57' 4" extended height	\$ 15,302.45	
SS1916	Cisco IP phone	\$ 437.11	
SS1216	Night Scan NS4.5 LED light tower.	\$ 39,744.24	
SS2205	Lateral Arm Automatic Awning, up to 18 feet long.	\$ 8,262.34	
SS1227	15 kW low profile diesel generator & exterior compartment	\$ 31,791.87	
SS0209	One foot of body length, including wall, ceiling and floor coverings.	\$ 1,490.43	
SS1228	20 kW low profile diesel generator & exterior compartment	\$ 34,737.47	
SS2204	Lateral Arm Automatic Awning, up to 13 feet long.	\$ 6,954.73	
MD0027	25KW SINGLE-PHASE GENERATOR, PANEL AND SHORE POWER KIT	\$ 36,161.08	
SS1229	25 kW low profile diesel generator & exterior compartment	\$ 39,534.50	
SS1907	AvL 1 meter satellite internet system	\$ 36,529.51	
SS1547	Vislink training at customer location, 1 day conus	\$ 6,897.19	
SS1013	Aluminum Tall Comms Closet w / printer slide, 26" wide.	\$ 4,444.38	
SS1801	Cisco IP-Based Phone System w/ up to 8 phones.	\$ 11,787.96	
SS1226	12 kW low profile diesel generator & exterior compartment	\$ 25,148.96	
SS0226	Exterior roll-up door up to 48"w x 72"h with painted finish and key lock	\$ 2,086.23	
SS1242	UPS 1000 VA rack mount	\$ 1,611.08	
SS0907	Single ABS transit seat w double leg and shackle ring	\$ 559.61	
SS0227	Exterior roll-up door up to 48"w x 72"h with satin finish and key lock	\$ 1,829.17	
MD0026	25KW 3-PHASE GENERATOR, PANEL AND SHORE POWER KIT	\$ 38,355.89	
SS1546	Vislink microwave receive system - mobile command	\$ 46,892.93	
SS2102	Exterior Storage Compartment, up to 24".	\$ 2,184.61	
SS1001	Upper Cabinet Pkg (Per linear ft) Up to 24" High w/ Color or Dry Erase Door(s)	\$ 241.29	
SS1527	48" TSI Touch IR overlay w/ Samsung 48" LED commercial display	\$ 3,921.90	
SS1306	Whelen 100 watt Siren P/A w/ low current switches.	\$ 930.82	
SS1029	Interior roll up door up to 48"w x 84"h satin finish w/key lock	\$ 1,765.13	
SS1222	12 kW gasoline generator & exterior compartment	\$ 21,095.28	

SS1207	25kW Diesel Generator w/ air bags & exterior compartment	\$ 31,291.65
SS2106	Exterior storage compartment thru floor	\$ 4,793.33
SS1908	AvL1.2 meter satellite internet system	\$ 39,557.71
SS1217	7.5kW Diesel Generator & exterior compartment	\$ 15,749.77
SS1525	32" TSI Touch IR overlay w/ Samsung 32" LED commercial display	\$ 3,048.61
SS1205	20kW Diesel Generator w/ air bags & exterior compartment	\$ 27,128.47
SS2101	Exterior Storage Compartment, up to 36".	\$ 2,249.57
SS2105	Exterior Storage Compartment, up to 96".	\$ 3,818.88
SS1607	Will-Burt D-TEC II mast safety system.	\$ 4,359.00
SS1103	13,500 nominal Btu/hr air conditioner with heat strip.	\$ 1,188.82
SS1526	40" TSI Touch IR overlay w/ Samsung 40" LED commercial display	\$ 3,479.22
SS0213	Wheelchair lift Braun underfloor cassette	\$ 18,933.87
SS1107	Rooftop air conditioner w/insulated ductwork, wall thermostat & heat strip	\$ 2,009.21
SS2103	Exterior Storage Compartment, up to 48".	\$ 2,756.28
SS2104	Exterior Storage Compartment, up to 72".	\$ 3,659.26
SS1709	JPS ACU 2000 package for 6 radios	\$ 26,704.35
SS1201	8kW Diesel Generator & exterior compartment	\$ 15,919.60
SS1101	Diesel Furnace 16,000 btu/hr.	\$ 2,816.60
SS1225	12 kW quiet diesel generator 120/240Vac & exterior compartment	\$ 18,972.85
SS1224	8 kW quiet diesel generator 120Vac & exterior compartment	\$ 15,862.06
SS0710	Double side smooth FRP bulkhead	\$ 397.20
SS1202	12kW Diesel Generator & exterior compartment	\$ 19,265.18
SS1223	5.0 kW quiet diesel generator 120Vac & exterior compartment	\$ 14,324.30
SS0101	Freightliner MT-55 chassis Extended Warranty.	\$ 3,646.27
SS1006	File Cabinet up to three drawers (Per EACH)	\$ 1,268.63
SS1221	7 kW commercial gasoline generator 120Vac & exterior compartment	\$ 10,957.37
SS1108	7,500 Btu/hr gasoline furnace	\$ 2,691.32
SS0701	Pocket door on rollers with recessed handles & keyed lock.	\$ 2,531.69
SS1220	5.5 kW commercial gasoline generator 120Vac & exterior compartment	\$ 9,566.24
SS1212	Kwik-Raze 500 watt light w/ indicator light.	\$ 2,101.08
SS2219	Mako HBA08H-D diesel air compressor	\$ 52,701.54
SS2212	Exterior folding step w/ hand-hold	\$ 156.84
SS2218	Mako containment fill station (1 SCUBA 1 SCBA) with 6 air storage cascade bottles	\$ 29,699.14
SS0219	Swing out aluminum stairs w/handrail	\$ 3,147.91
SS0214	Install door for wheel chair lift access	\$ 4,063.89
SS1010	Aluminum Tall Closet, up to 12" wide.	\$ 1,487.65
SS1011	Aluminum Tall Closet, up to 24" wide.	\$ 1,594.37
SS0801	Incinolet 240vac lavatory package.	\$ 6,766.34
SS0908	Aluminum seat base per foot (no back / bleacher style)	\$ 299.76
SS1012	Aluminum Tall Closet, up to 48" wide.	\$ 2,722.87
SS2214	Rooftop collapsible observation deck railing	\$ 5,244.35
SS2014	Columbia Magellan MX500 weather station	\$ 7,200.66
SS1230	15 kW hydraulic generator	\$ 21,086.92
SS0711	Holding cell bulkhead with swing door steel w/ black powder coat finish	\$ 6,047.11
SS0712	Holding cell divider with swing door steel w/ black powder coat finish	\$ 6,047.11
SS1614	Internal 39 ft mast	\$ 7,246.14

SS0804	Galley Package: Cabinets, Sink, Microwave, Coffee Maker & Refrigerator	\$ 6,022.98
SS1602	External 39ft mast	\$ 9,375.06
SS1601	External 26ft mast	\$ 6,988.14
SS1005	Base Cabinets w/ drawer(s) (per linear foot).	\$ 581.88
SS1022	Aluminum Box Pan Shelf, up to 36" long.	\$ 360.08
SS1004	Base Cabinets w/ only door(s) (per linear foot).	\$ 283.98
SS1023	Aluminum Box Pan Shelf, up to 60" long.	\$ 451.96
SS1002	Upper Cabinets Deluxe Pkg (per linear foot) Up to 24" High	\$ 399.06
MA046	40ft external mast w/ air compressor	\$ 12,277.97
SS1213	Kwik-Raze 650 watt tri-pod light	\$ 2,629.14
MA047	40ft external mast with painted mast cover	\$ 10,252.06
SS1917	Cisco wireless IP phone	\$ 1,163.76
SS0212	Wheelchair lift Braun millennium	\$ 6,013.70
SS1528	65" TSI Touch IR overlay w/ Samsung 65" LED commercial display	\$ 5,188.67
SS0215	Add side entry door & stepwell	\$ 3,519.13
SS0210	Dry van walk through with dome.	\$ 5,073.59
SS1612	Axis IP camera package w/ controller & mast mount	\$ 6,200.24
SS1524	Sanus Visionmount TV wall mount	\$ 212.52
SS0216	Dry van crawl through cab access	\$ 3,094.09
MD0002	Dental air compressor for 1-2 users	\$ 5,811.39
MD0004	Dental vacuum system for 2-3 users	\$ 6,611.36
MD0005	Dental chair and delivery system package	\$ 18,005.83
MD0008	Ultrasonic cleaner	\$ 1,509.92
MD0012	Intraoral x-ray w/mounting plate	\$ 7,044.75
MD0014	Space saver exam table	\$ 2,295.97
MD0015	Blood drawing chair	\$ 1,109.94
MD0017	Under counter laboratory refrigerator	\$ 1,479.30
MD0018	Hospital grade AC wiring	\$ 3,778.05
MD0019	Install customer supplied mammography system, mounting and electronics	\$ 8,058.17
MD0020	Install UPS for mammography system	\$ 22,349.06
MD0021	Reinforce floor for UPS	\$ 1,655.62
MD0023	Wall partition w/leaded glass shielding aluminum framed	\$ 4,261.56
MD0028	AED - automated external defibrillator	\$ 2,470.44
SS0103	Jump start kit with 1/0 jumper cables	\$ 423.19
SS0104	Stainless steel wheel liners	\$ 688.61
SS0105	Aluminum wheel chock with holder.	\$ 289.55
BD042	Class III receiver hitch with /brake controller and 7-pin connector – ordered with body	\$ 1,289.05
BD043	Class IV receiver hitch with brake controller and 7 pole blade style connector – ordered with body	\$ 1,289.05
SS0201	Class III hitch, Brake controller & 7-pin connector - installed aftermarket	\$ 1,755.85
SS0202	Class IV hitch, Brake controller & 7-pin connector - installed aftermarket	\$ 1,755.85
SS0203	Automatic Entry Step.	\$ 977.23
SS0204	Flat floor slide-out room extension up to 132"	\$ 25,586.06
SS0205	Raised floor slide-out room extension up to 132"	\$ 25,586.06
SS0206	Flat floor slide-out room extension up to 96"	\$ 24,909.52
SS0207	Raised floor slide-out room extension up to 96"	\$ 24,909.52

SS0208	Ignition Interlock on Slide Out	\$ 350.80
SS0217	Manual step for side entry door	\$ 268.20
SS0218	Dual electric step for side entry door	\$ 1,491.36
SS0220	Flip-down entry step mounted on rear bumper	\$ 900.20
SS0221	Pull out entry stairs with handrail	\$ 4,346.01
SS0222	Keyless entry system w/1 keyless remote, 1 touchpad, 1 actuator	\$ 1,070.03
SS0223	Keyless entry additional door actuator	\$ 293.26
SS0224	Pair of combination LED stop/tail/turn/back-up lights	\$ 275.63
SS0225	Pair of Whelen M6 series stop/tail/turn/backup lights in triple housing	\$ 1,636.13
SS0228	Bi-fold aluminum fold out ramp 36" x 117"	\$ 1,566.53
SS0229	Extend front bumper for winch mounting	\$ 2,189.25
SS0230	9,000 lb winch with fairlead.	\$ 1,831.95
SS0231	Cradle for winch, front/rear hitch mount	\$ 504.85
SS0401	Add 2nd color for Two-tone paint (White & non-red) on special order step van.	\$ 1,567.46
SS0402	Add 2nd color for Two-tone paint (White & Red) on special order step van.	\$ 2,194.81
SS0403	Add 2nd color for Two-tone paint scheme (White & color) on in-stock step van.	\$ 7,323.16
SS0404	Reflective Stripe on vehicle exterior	\$ 1,067.25
SS0405	Lettering Graphics, non-reflective.	\$ 2,323.81
SS0406	Lettering Graphics Small Package, non-reflective. All one color.	\$ 1,477.44
SS0407	Produce and install custom shield/badge with customer supplied artwork	\$ 444.53
SS0601	Deluxe front area in step-van	\$ 3,085.73
SS0602	Black out curtains for cab windows.	\$ 695.10
SS0603	Black out curtain to separate load space area.	\$ 375.86
SS0604	Black out curtain on load space doors.	\$ 191.18
SS0605	Color back-up camera system With 7" LCD monitor	\$ 885.35
SS0606	Stuttertone air horn installed on air ride chassis w/ pull chain	\$ 735.94
SS0607	Federal Signal Visibeam II remote mounted spot light	\$ 531.77
SS0702	Sliding Egress Window with mini-blind.	\$ 871.43
SS0703	E-track installed on wall (per foot)	\$ 21.34
SS0704	E-track ratcheting strap	\$ 27.84
SS0705	Fluted aluminum overhead grab rail 10 ft	\$ 248.71
SS0706	Treadplate flooring 0.125" NFPA (per linear foot)	\$ 84.45
SS0707	Airline style alum track surface mount up to 8'	\$ 195.82
SS0708	Airline style alum track filler black up to 8'	\$ 45.47
SS0709	Airline style track connector, ring style	\$ 12.99
SS0802	Waste can, wipe dispenser & toilet paper holder.	\$ 151.27
SS0803	Plumbed Lavatory Packge (No sink)	\$ 4,143.70
SS0805	Microwave oven 1000 watts	\$ 508.57
SS0806	Commercial coffee maker w/3 decanters	\$ 1,024.56
SS0807	Refrigerator 2.7 cu ft AC/DC	\$ 1,021.77
SS0808	Refrigerator 3.6 cu ft AC/DC	\$ 1,406.91
SS0809	Counter top ice maker	\$ 505.78
SS0810	Hand pump galley (does not include cabinets)	\$ 1,226.87
SS0811	Electric bottled water galley (does not include cabinets)	\$ 1,590.66
SS0812	Cassette toilet	\$ 1,690.89

SS0813	Tabletop water cooler 5 gallon room/cool	\$ 1,310.39
SS0901	Space Air Grid office chair w/ arms & bungee	\$ 522.49
SS0902	Hon Task chair w/ arms & bungee	\$ 169.83
SS0903	Bench Seating (Per linear foot)	\$ 334.09
SS0904	Café Style Conference Package w/ Bench Seats & Table	\$ 2,659.76
SS0905	Aeron Ergonomic Office Chair	\$ 1,159.12
SS0909	Aluminum box flip down style bunk	\$ 4,005.42
SS0910	Bench seating flip-down style per linear ft	\$ 376.78
SS1003	Aluminum Radio Box (Per linear foot)	\$ 242.22
SS1007	Under Counter End Panel Support.	\$ 271.92
SS1008	Gusset Support for counter top open areas.	\$ 148.49
SS1009	Tall Aluminum Corner Cabinet	\$ 1,691.82
SS1014	Frp Covered Shelf w/ aluminum lip	\$ 321.10
SS1015	Laminate Counter Top (Per linear foot)	\$ 210.67
SS1016	Laminate Conference Table (Per linear foot)	\$ 234.79
SS1017	Laminate Radio Shelf (Per linear foot).	\$ 163.34
SS1018	Solid Surface Counter Top (Per linear foot)	\$ 337.81
SS1019	Solid Surface Conference Table (Per linear foot)	\$ 412.05
SS1020	Solid Surface Radio Shelf (Per linear foot).	\$ 177.26
SS1021	Folding Leaf for Conference Table	\$ 564.25
SS1024	Dry erase marker board, custom size	\$ 225.51
SS1025	Grip-A-Strip paper holder 36"	\$ 79.81
SS1026	Pencil Drawer under counter.	\$ 98.37
SS1027	Day Box	\$ 1,852.37
SS1028	5 radio custom console	\$ 1,377.21
SS1030	LED flexible lighting strip up to 48"	\$ 182.82
SS1031	Modular horizontal SCBA quick-storage rack, per cylinder	\$ 207.88
SS1102	Electric 1500 watt wall mount heater.	\$ 335.02
SS1104	12" power roof vent	\$ 423.19
SS1105	Power roof vent cover	\$ 119.72
SS1106	Roof escape hatch with integrated power vent	\$ 1,008.78
SS1208	Multiplex Control System Upgrade.	\$ 12,192.59
SS1209	Interior 20A-125Vac duplex receptacle	\$ 110.44
SS1210	Interior 20A-125Vac GFCI duplex receptacle	\$ 116.93
SS1211	Exterior 20A-125Vac GFCI duplex receptacle with weatherproof PVC cover	\$ 132.71
SS1214	Kwik-Raze 50ft cord for tri-pod.	\$ 159.62
SS1215	Night Scan NS1.8 LED light tower.	\$ 13,835.22
SS1218	Wiremold Aluminum Raceway ALA4800 (per ft)	\$ 77.03
SS1219	Wiremold Raceway 90 deg corners ALA4818 or ALA4817	\$ 113.22
SS1231	Duct generator exhaust thru the roof of the truck	\$ 1,038.48
SS1232	Ground stake with 25 ft of cable	\$ 527.13
SS1233	Auto eject 20 with 25' cord	\$ 664.48
SS1234	50 amp/240Vac shore power package	\$ 732.22
SS1235	Cord reel w/50' cord and triplex outlet	\$ 644.06
SS1236	Plastic raceway w/ two sections (per foot)	\$ 63.11
SS1237	1000 watt pure sine wave inverter	\$ 840.80
SS1238	2000 watt pure sine wave inverter	\$ 1,572.10
SS1239	Inverter/charger 2000 watt	\$ 3,355.79

SS1240	Inverter/charger 2800 watt	\$ 3,262.99
SS1241	Inverter/charger 3000 watt	\$ 3,052.32
SS1243	UPS 3000 VA rack mount	\$ 3,893.13
SS1301	Whelen 508 series lower scene lights	\$ 167.98
SS1302	12vdc 15 amp interior outlet.	\$ 111.36
SS1303	Streamlight Lite Box 45102 flashlight.	\$ 152.20
SS1304	Whelen 100 watt Siren P/A	\$ 657.05
SS1305	Whelen Siren Speaker.	\$ 438.96
SS1307	Dual 18" fluorescent ceiling light	\$ 110.44
SS1308	6" round LED ceiling light w/ chrome bezel	\$ 129.93
SS1309	Whelen Pioneer Slimline brow mount series PSL2 dual lamp spot/flood	\$ 1,190.68
SS1310	Whelen 810 series halogen scene light	\$ 108.58
SS1311	Whelen 900 series super LED scene light	\$ 439.89
SS1312	Whelen PELCC LED ground perimeter light	\$ 202.31
SS1401	Whelen Green Strobe on pole.	\$ 924.33
SS1402	Whelen Green Strobe on roof.	\$ 781.41
SS1403	Whelen LED lightbar w/ 3 red/blue front sets.	\$ 3,247.21
SS1404	Whelen LED lightbar w/ 4 red/blue front sets.	\$ 3,541.40
SS1405	Whelen LED lightbar w/ 4 red/blue front sets & white centers.	\$ 3,763.20
SS1406	Whelen LED lightbar w/ 3 red/blue front sets & Opticom.	\$ 4,595.65
SS1408	Whelen TIR3 LED warning light.	\$ 151.27
SS1409	Whelen M6 Series LED warning light.	\$ 238.51
SS1410	Whelen Justice Competitor super LED light bar	\$ 2,028.70
SS1411	Whelen TA166AL5 traffic advisor	\$ 3,610.08
SS1412	Whelen Avenger Duo light head	\$ 586.52
SS1413	Whelen Vertex super-LED light	\$ 189.32
SS1414	Whelen M7 series super-LED light head	\$ 207.88
SS1415	Whelen M9 series super-LED light head	\$ 328.53
SS1503	32" LCD HDTV & wall mount.	\$ 862.15
SS1510	DSS receiver.	\$ 577.24
SS1511	Rack mount kit for DSS/DVD.	\$ 155.91
SS1512	Motorized Sensor amplified directional TV antenna	\$ 1,191.60
SS1513	Modulated Video Package for 8 Channels (4 Local & 4 on-board)	\$ 7,860.50
SS1514	Exterior access door to view exterior monitor	\$ 2,319.17
SS1516	Custom Fabricated Exterior Compartment for TV	\$ 3,626.78
SS1519	Broadcast Microwave Services, Inc. Mobile Command Post Receive System.	\$ 68,731.57
SS1520	24" LED TV w/ wall mount	\$ 650.56
SS1521	40" 4K Smart LED TV w/ wall mount	\$ 1,212.02
SS1522	43" LED TV w/wall mount	\$ 1,588.80
SS1523	55" 4K LED Smart TV w/ wall mount	\$ 2,180.89
SS1529	Blu-Ray player	\$ 353.58
SS1530	5.1 channel surround A/V receiver	\$ 713.66
SS1532	Honeywell 4 channel hybrid DVR 2TB	\$ 980.01
SS1533	Honeywell 8 channel hybrid DVR 2TB	\$ 1,366.07
SS1534	Bosch 16 channel DVR 4TB	\$ 3,122.85
SS1535	Eventide Nexlog 740 recorder 16 ch w/ LCD touch	\$ 13,240.35
SS1536	Extron 8X8 A/V matrix switcher MAV 88 AV	\$ 1,947.96

SS1537	Winegard Trav'ler DirectTV HD DSS system	\$ 2,891.77
SS1538	KVH RV1 in motion satellite TV DSS antenna	\$ 3,753.92
SS1539	AXIS P1224-E miniature network camera	\$ 965.16
SS1540	Four (4) AXIS P1224-E IP perimeter cameras w/ T8705 video decoder	\$ 4,144.63
SS1543	Kramer 1X8 HDMI distribution amplifier	\$ 1,216.66
SS1544	Audio Technica wireless microphone	\$ 889.06
SS1545	Standalone paging system with 4 external speakers	\$ 1,115.50
SS1605	Thomas 1/2-hp compressor with 2 gallon air tank.	\$ 735.94
SS1606	Exterior Mast Nycoil Canister	\$ 1,336.38
SS1608	Mast lookup light mounted on mast.	\$ 116.01
SS1611	Exterior Weather Proof Mast up/down switch	\$ 275.63
SS1613	1" Nycoil for up to 42' Mast	\$ 382.35
SS1616	2 cylinder air compressor w/3 gal air tank	\$ 2,026.84
SS1617	FLIR PT-644-HD-N dual color thermal PTZ camera	\$ 23,664.09
SS1618	Axis Q7401 video encoder	\$ 686.75
SS1701	Radio Power switch.	\$ 664.48
SS1702	Prewire Radio with NMO antenna base antenna/power leads.	\$ 653.34
SS1703	Hinged Radio Transceiver Cover, per location.	\$ 246.86
SS1704	Antenna termination panel, up to 20 radios.	\$ 1,170.26
SS1705	Prewire for customer supplied & installed radios.	\$ 281.20
SS1706	Roof antenna chase 3" x 3" aluminum tubing	\$ 5,074.52
SS1708	David Clark headset w/ belt station push to talk switch	\$ 1,196.24
SS1803	MSAT G2 satellite telephone.	\$ 6,641.98
SS1805	Janus PotSwap fixed wireless terminal	\$ 1,131.28
SS1806	Prewire for fixed wireless terminal	\$ 450.10
SS1807	Globalstar GSP-2900 satellite telephone	\$ 2,888.06
SS1808	Bogan CPU15 PA system w/ 2 external speakers	\$ 998.57
SS1809	Telephone jack RJ-11	\$ 110.44
SS1901	Wireless access point w/ antenna.	\$ 1,633.35
SS1902	All-in-one Printer/Scan/Copy/Fax	\$ 605.08
SS1909	16 Port Network Router.	\$ 431.54
SS1911	IOGEAR #GUCE51 USB Extender Kit	\$ 237.58
SS1912	Prewire and Make Installation Provisions for Computer	\$ 353.58
SS1914	CradlePoint 3G/4G router with Wi-Fi	\$ 2,028.70
SS1918	Cisco 24-port 10/100 Smart Switch, full PoE	\$ 728.51
SS1919	Cisco 24-port PoE gigabit switch	\$ 2,560.46
SS1920	Cisco Aironet indoor wireless access point	\$ 688.61
SS1921	Cisco Aironet outdoor wireless access point	\$ 1,528.48
SS1922	Cisco Aironet 5.2 dBi omni antenna	\$ 362.86
SS1923	Cisco VoIP gateway	\$ 1,439.39
SS1924	Linksys wireless network #WRT54G	\$ 232.01
SS1925	Linksys 8-port gigabit switch	\$ 368.43
SS1926	Linksys wireless gigabit security router with VPN	\$ 662.62
SS1927	USB cable with inline booster	\$ 294.19
SS1928	HP color LaserJet multifunction printer	\$ 967.02
SS1929	Hp DesignJet 24" printer	\$ 1,840.30
SS1930	Havis-Shields laptop mount	\$ 927.11
SS1931	Sierra Wireless Airlink LTE gateway w/Wi-Fi	\$ 2,028.70

SS1932	Network jack Cat-6	\$ 122.50
SS2001	Napco Alarm base system for 2 doors.	\$ 1,010.64
SS2002	Alarm contact additional per door.	\$ 109.51
SS2003	Motion sensor, per area.	\$ 146.63
SS2007	Garmin Nuvi GPS w/ external antenna.	\$ 1,550.75
SS2008	Garmin Hanheld GPS.	\$ 440.82
SS2009	Slide Out Rack Pkg w/ door, fans & outlet strip.	\$ 4,153.91
SS2010	Pass Through cast box.	\$ 374.93
SS2011	Prewire for customer installed interoperability system.	\$ 4,910.26
SS2012	Middle Atlantic products, Inc. MRK-2426 twenty-four-space electronics rack.	\$ 1,560.96
SS2013	Middle Atlantic PFD-24 Plexiglas front door with key lock.	\$ 393.49
SS2015	Coastal Enviromental Systems Weatherpak MTR station	\$ 19,815.51
SS2016	Coastal Enviromental Systems Weatherpak vehicle adapter	\$ 1,060.75
SS2017	Garmin DEZL GPS	\$ 651.48
SS2018	Multi time zone GPS clock	\$ 2,781.34
SS2019	Networked synchronized clock	\$ 958.67
SS2020	Vented top panel for rack w/2 fans	\$ 341.52
SS2021	Aluminum exterior input box	\$ 412.98
SS2022	Add weather shroud to input box door	\$ 125.29
SS2107	Exterior storage compartment surface mounted on rear - large	\$ 4,144.63
SS2108	Treadplate storage box on roof	\$ 2,352.58
SS2109	Rear bumper storage box - small	\$ 1,782.76
SS2110	Aluminum slide out box pan shelf in exterior compartment	\$ 786.98
SS2111	Slide out ice chest added to exterior compartment	\$ 1,477.44
SS2201	Manual Awning, up to 23 feet long.	\$ 2,381.35
SS2202	Manual Awning, up to 19 feet long.	\$ 2,088.09
SS2203	Manual Awning, up to 14 feet long.	\$ 1,851.44
SS2206	Lateral Arm Automatic Awning, up to 23 feet long.	\$ 6,190.95
SS2207	Automatic Awning, up to 18 feet long.	\$ 3,801.25
SS2208	Automatic Awning, up to 15 feet long.	\$ 3,763.20
SS2209	Automatic Awning, up to 12 feet long.	\$ 3,751.14
SS2210	Awning screen room up to 18' with privacy panels	\$ 919.69
SS2211	Zico Quic-Ladder	\$ 1,891.35
SS2213	Locking ladder cover painted to match body	\$ 801.83
SS2215	Custom adjustable aluminum ladder rack on roof for multiple ladders	\$ 2,139.13
SS2216	One pair 5000 lb manual stabilizer jacks	\$ 581.88
SS2217	Leveling system pads - set of 4	\$ 206.95
SS2220	SCBA walkaway bracket	\$ 170.76
SS2221	Temperature monitor/alerting system	\$ 1,428.25
SS2222	First responder first aid kit	\$ 310.89
SS2223	Delivery per mile	\$ 2.75
SS2301	Aluminum Roof Access Ladder.	\$ 1,612.01
SS2302	Leveling system, 24" w/ air ride dump & ignition override	\$ 6,699.52
SS2303	Leveling system, 21" w/ ignition override	\$ 5,785.40
SS2304	Leveling system, 24" w/ ignition override	\$ 6,121.35
SS2305	Leveling system, 24" w/ air ride dump & ignition override	\$ 6,856.36
SS2306	Powder Coated smooth aluminum exterior shelf.	\$ 566.10

SS2307	Exterior removable dry erase board.	\$ 475.16
TRLATC1	Wiremold 4000 raceway or equivalent (per lineal ft.)	\$ 61.25
TRLATC2	Access door, recessed box for external VGA cables to external TV mount	\$ 1,649.13
TRLATC3	Removable table	\$ 2,091.80
TRLATC5	Exterior tie down-ring (11,000# capacity)	\$ 77.96
TRLATC8	Roof mount for satellite TV or data dishes	\$ 538.26
TRLATC9	Upgrade to walk on roof (per lineal ft.)	\$ 35.27
TRLATC11	Battery – 12V deep cycle	\$ 327.60

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - LDV, Inc. - Public Services - -ID: 5690 20-01128

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and LDV, Inc., hereinafter referred to as the Contractor, having its principal place of business at 180 Industrial Drive, Burlington, WI 53105.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party 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.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, 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, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: 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 Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, 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, loss of 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 Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, 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 the 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, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the 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. 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. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

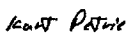
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the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


ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

LDV, Inc.
DocuSigned by:
Signature 
CC000D9EA750487...
Name Kurt Petrie
Title President
Date 10/23/2020

H-GAC
DocuSigned by:
Signature 
82EC270D5D81423...
Name Chuck Wemple
Title Executive Director
Date 10/29/2020

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - LDV, Inc. - Public Services -

20-01128

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with **H-GAC** for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to **H-GAC**. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering 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, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **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** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement 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 and the END USER.

***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 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, 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 Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. **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 of the Bid/Proposal Specifications.

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 art 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 the Bid/Proposal, 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 **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 **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **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 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement 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 Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas 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.

Attachment A LDV, Inc. Ambulances, EMS & Other Special Service Vehicles Contract No.: AM10-20		
M. LDV		
These units can only be sold outside Texas		
C. Other Specialty Vehicle or Equipment		
AM20MC01	SS23EEQ-CC, 23' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a 14,500lb GVWR cutaway van gas chassis with a 13' load space.	\$ 105,101.00
AM20MC02	SS23RDV-CC, 23' Rapid Deployment Vehicle on a 14,500lb GVWR cutaway van gas chassis with a 13' load space.	\$ 76,453.00
AM20MC03	SS28EEQ-SV, 28' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a Freightliner MT-55 26,000-lb. GVWR diesel chassis with spring rear suspension hydraulic brakes and a 20' load space stepvan	\$ 192,027.00
AM20MC04	SS34FC-SV, 34' Mobile Command Center on a Freightliner MT-55 26,000-lb GVWR diesel chassis with Air Ride Suspension Hydraulic Brakes and a 24' load space stepvan	\$ 274,572.00
AM20MC05	SS36FC-SV, 36' Mobile Command Center on a Freightliner MT-55 26,000-lb GVWR diesel chassis with Air Ride Suspension Hydraulic Brakes and a 26' load space stepvan.	\$ 303,942.00
AM20MC06	SS40FC1S-CC, 40' Mobile Command Center with 1 slideout on a 33,000-lb. GVWR diesel cab-chassis with air ride suspension air brakes and a 30' load space.	\$ 467,908.00
AM20MC07	SS40FC1S-SV, 40' Mobile Command Center with 1 slideout on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space stepvan.	\$ 393,218.00
AM20MC08	SS40FC-SV, 40' Mobile Command Center on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space stepvan.	\$ 334,045.00
AM20MC09	SS40RC1S-SV, 40' Mobile Command Center with 1 slideout on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space stepvan.	\$ 392,849.00
AM20MC10	C28MED18, 28' 1 Room Mobile Clinic on a 4x2 19,500-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 20' load space.	\$ 140,408.00
AM20MC11	C34MED24, 34' 1 Room Mobile Clinic on a 25,999-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 24' load space.	\$ 186,831.00
AM20MC12	S32MED22, 32' 2 Room Mobile Clinic on a 22,000-lb GVWR gas chassis with spring suspension hydraulic brakes and a 22' load space stepvan.	\$ 186,196.00
AM20MC13	MCC302990, 28' Mobile Command Center on a 11,440-lb. GVWR tandem axle trailer.	\$ 85,119.00
AM20MC14	T35MCC32, 35' Mobile Command Center with 1 slideout on a 19,800-lb GVWR triple axle trailer.	\$ 350,072.00
AM20MC15	MCC302200 40' Mobile Command Center on a 54,000 lb GVWR diesel cab-chassis with a 29.5' all aluminum body and two slide outs.	\$ 860,153.00
AM20MC16	SS24RC-CC 24' Mobile Command Center on a 14,500 lb GVWR gas cutaway van with 14' load space body.	\$ 150,982.00
AM20MC17	C22EEQ-33732 22' Equipment Vehicle on a 19,500 lb GVWR diesel crew cab chassis with 12' custom storage body.	\$ 283,882.00

AM20MC18	M45EWC38121712 45' Mobile Command Vehicle on a Class A motorhome shell with 52,000 lb diesel chassis and four slide outs.	\$ 1,127,291.00
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**MARKETING STRATEGY
HOUSTON-GALVESTON AREA COUNCIL**







Strategies

- a) Upon Award, LDV will perform the following marketing activities to promote the H-GAC contract:
 - a) Advertise HGAC on company website at www.LDVUSA.com
 - a) Clearly labeled and prominently displayed links to “How to Buy” and “Resources” pages will directly promote and link to HGAC
 - b) Send newsletter to HGAC Members via email
 - a) Members must have address on file w/ LDV to receive communication
 - b) Regular customer communication showing new technology, LDV vehicles in the community as well as maintenance and technical tips
 - c) Tradeshows and Road shows with stops in Texas
 - a) LDV attends 15 – 20 trade shows annually and will promote the contract at those shows
 - d) Promote HGAC contract with current customers

CONTRACTOR CONTACT INFORMATION

ATTENTION Houston-Galveston Area Council (H-GAC) Contractor: The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below. During the term of this contract notify H-GAC in writing of any changes to this information by emailing updates to cityofhouston@hgv.org

Section I

CONTRACTOR: <u>LDV, Inc.</u>	CONTRACT #: <u>AM10-20</u>
Purchase Order:	Invoice:
Contact Name: <u>Frank Solofra</u>	Contact Name: <u>Karen Dechantigny</u>
Address: <u>180 Industrial Drive</u>	Address: <u>180 Industrial Drive</u>
Burlington WI 53105	Burlington WI 53105
City State Zip Code	City State Zip Code
Telephone No.: <u>262-757-2436</u>	Telephone No.: <u>262-757-2406</u>
Fax No.: <u>262-767-2529</u>	Fax No.: <u>262-767-2529</u>
Email Address: <u>sales@ldvusa.com</u>	Email Address: <u>kdechantigny@ldvusa.com</u>

Section II

CONTRACT INFORMATION:

Indicate the person (s) authorized to: sign contracts, request contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

1. Printed Name of Signatory: <u>Kurt Petrie</u>	2. Printed Name of Signatory: <u>Mary Lynch</u>
Corporate Title: <u>President</u>	Corporate Title: <u>Vice President</u>
Tel. No.: <u>262-757-2502</u>	Tel. No.: <u>262-757-2474</u>
Fax No.: <u>262-767-2529</u>	Fax No.: <u>262-767-2529</u>
Email: <u>kpetrie@ldvusa.com</u>	Email: <u>mlynch@ldvusa.com</u>

Section III

SALES CONTACT (Person who end users will contact for product information and pricing quotes)

Contact Name: <u>Frank Solofra</u>	Title: <u>Director of Corporate Accounts</u>
Address: <u>180 Industrial Drive</u>	Burlington WI 53105
Street City State Zip	City State Zip
Telephone No.: <u>262-757-2436</u>	Fax No.: <u>262-767-2529</u>
Mobile No.: (optional) _____	Email: <u>sales@ldvusa.com</u>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to proposal in the response - Section TAB A)

H-GAC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits H-GAC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to H-GAC at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom H-GAC contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “Houston-Galveston Area Council”
 - In Section 3, insert the H-GAC RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **notarize the form**
- (5) **submit** the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal in Section TAB A**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-612626

Date Filed:
04/28/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LDV, Inc.
Burlington, WI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Houston-Galveston Area Council of Governments

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

AM10-20
Ambulances, EMS & Other Special Service Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lynch, Mary	Burlington, WI United States	X	
Petrie, Kurt	Burlington, WI United States	X	

5 Check only if there is NO Interested Party.

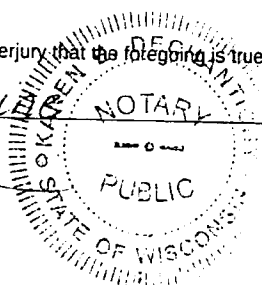
6 UNSWORN DECLARATION

My name is MARY LYNCH, and my date of birth is 5/23/1974

My address is 2819 S. Browns Lake Dr. Burlington WI 53105 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in RACINE County, State of WI on the 28 day of April, 2020
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

House Bill 89 Verification Form

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

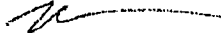
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Kurt Petrie, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

LDV, Inc.

Company Name



Signature of Authorized Official

President

Title of Authorized Official

05/07/20

Date

EXHIBIT “B”



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**PRELIMINARY
SPECIFICATIONS FOR:**

LONG BEACH FD (CA)

3205 LAKEWOOD BLVD
LONG BEACH, CA 90808

MOBILE COMMAND CENTER

LDV HGAC CONTRACT # AM10-20
HGAC MODEL # MC18 W/ OPTIONS
LDV MODEL # C40MCC-34924-20

DATE
OCTOBER 8, 2021 REV7



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PRICING PAGE:

Total price per unit as specified, FOB Origin	\$1,287,259.00
Discount amount	-\$92,631.00
HGAC discounted price for 1 unit as specified	\$1,194,628.00

Contract Administration Fee - HGAC	\$1,000.00
HGAC discounted price for 1 unit as specified with Contract Admin Fees	\$1,195,628.00
Delivery charge to Long Beach, CA	\$6,040.00

Total price per unit \$1,201,668.00

CA Sales Tax of 10.25% [HGAC Price \$1,195,628.00 x 10.25%] \$122,551.87

Total price per unit including CA Sales Tax of 10.25% \$1,318,179.87

Delivery terms: 365 Days or less ARO

Payment Terms: Net 30

Quote is firm for 90 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.



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Item	Qty	
1.00		<p><u>CHASSIS/BODY DIMENSIONS:</u> 29.5' dry van wide body tandem • Cab-to-Axle 206" • Wheelbase of chassis: 272" • Overall length of apparatus: 484" • Overall apparatus width, rub rail to rub rail: 102" • Overall height of apparatus (loaded): 149" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 354" • Interior raw body width: 99" • Interior finished body width: 93"</p> <p>Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.</p>
2.00		<u>CHASSIS:</u>
2.01	1	<p>2022 Freightliner M2 106 conventional cab, tandem rear axle truck chassis. 52,000-lb. GVWR with rear air ride suspension and air brakes.</p> <p><u>ENGINE:</u> Cummins L9 350 HP @ 2200 RPM, 2200 GOV, 1050 LB/FT @ 1200 RPM</p> <p><u>ENGINE EQUIPMENT:</u> 2008 CARB emission certification – clean idle 12V 275 amp pad mount alternator (2) 12 volt maintenance free 2000 CCA threaded stud batteries 18.7 CFM air compressor with internal safety valve GVG, fire and emergency service vehicles engine warning Engine integral brake with variable geometry turbo on/off Engine aftertreatment device, automatic over the road regeneration and dash mounted regeneration request switch RH standard horizontal tailpipe 6 gallon diesel exhaust fluid tank Antifreeze to -34F, OAT (nitrite and silicate free) extended life coolant Gates Blue Stripe coolant hoses or equivalent 1000 watt/115 volt block heater</p> <p><u>TRANSMISSION:</u> Allison 3000 EVS automatic transmission with PTO provision</p> <p><u>TRANSMISSION EQUIPMENT:</u> Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain Push button electronic shift control, dash mounted Water to oil transmission cooler, in radiator end tank Transmission oil check and fill with electronic oil level check Synthetic transmission fluid (TES-295 compliant)</p> <p><u>FRONT AXLE AND EQUIPMENT:</u> 16,000# drop single front axle</p>



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Item	Qty	
		<p>Meritor 16.5x6 Q+ cast spider cam front brakes, double anchor, fabricated shoes Fire and emergency severe service, non-asbestos front lining Front oil seals Automatic front slack adjusters TRW TAS-85 power steering Synthetic 75W-90 front axle lube FRONT SUSPENSION: 16,000# taperleaf front suspension Front shock absorbers REAR AXLE EQUIPMENT: 40,000# tandem rear axle 4.88 rear axle ratio (1) Interaxle lock valve for tandem drive axles Meritor 16.5x7 Q+ cast spider cam rear brakes, double anchor, fabricated shoes Fire and emergency severe service non-asbestos rear brake lining Rear oil seals Meritor automatic rear slack adjusters Synthetic 75W-90 rear axle lube REAR SUSPENSION: Airliner 40,000# extra duty rear suspension Airliner high position ride height Manual dump valve for air suspension, without gauge Indicator light for each rear suspension control switch Dual air rear suspension leveling valves Rear shock absorbers - two axles BRAKE SYSTEM: Air brake package Wabco 4S/4M ABS without traction control Brake line air dryer with heater Pull cable on wet tank, petcock drain valves on all other air tanks FRAME: 7/16" x 3-9/16" x 11-1/8" steel frame, 120 KSI 1/4" C-channel inner frame reinforcement CHASSIS EQUIPMENT: Three-piece 14 inch chromed steel bumper with collapsible ends Front tow hooks - frame mounted FUEL TANKS: 50 gallon/189 liter rectangular aluminum fuel tank – RH 50 gallon/189 liter short rectangular aluminum fuel tank – LH Polishing of fuel tanks with painted bands Polished stainless steel step finish High temperature reinforced nylon fuel line TIRES: Michelin X Line Energy Z 315/80R22.5 20 ply radial front tires</p>



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Item	Qty	
		<p>Michelin X Multi D 275/80R22.5 14 ply radial rear tires</p> <p><u>WHEELS:</u> Accuride 22.5 x 9.00 10-hub pilot aluminum disc front wheels Accuride 22.5 x 8.25 10-hub pilot aluminum disc rear wheels Bright standard polish front wheels with Accu-shield finish Bright standard polish rear wheels with outer only Accu-shield finish</p> <p><u>CAB EXTERIOR:</u> 106" BBC flat roof aluminum conventional cab Leaf spring rear cab suspension Nonremovable bugscreen mounted behind grille LH and RH exterior grab handles with single rubber insert Hood mounted chromed plastic grille Dual electric horns Door locks and ignition switch keyed the same Dual West Coast bright finish heated mirrors with LH and RH remote LH and RH 8" bright finish convex mirrors mounted under primary mirrors RH down view mirror RH and LH electric powered windows</p> <p><u>CAB INTERIOR:</u> Heater, defroster and air conditioner Heavy duty air conditioner compressor Dome door activated LH and RH, dual reading lights, forward cab roof LH and RH electric door locks Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension Basic high back air suspension passenger seat with mechanical lumbar and integrated cushion extension Dual driver and passenger seat armrests LH and RH integral door panel armrests High visibility orange seat belts Adjustable tilt and telescoping steering column</p> <p><u>INSTRUMENTS & CONTROLS:</u> Low air pressure indicator light and audible alarm 2 inch primary and secondary air pressure gauges 97 dB backup alarm ICU3S, 132X48 display with diagnostics, 28 LED warning lamps and data linked 2 inch electric fuel gauge Programmable RPM control - electronic engine Electrical engine coolant temperature gauge 2 inch transmission oil temperature gauge Engine and trip hour meters integral within driver display Electric engine oil pressure gauge AM/FM/WB radio with CD player, Bluetooth, iPod interface, USB and auxiliary inputs Electronic MPH speedometer with secondary KPH scale, without odometer</p>



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Item	Qty	
		Electronic 3000 RPM tachometer One valve parking brake system with warning indicator NOTE: Customer request of: - Packed oil seals front and rear - No paint on brake lines - Add air horns connected to horn ring - No lumber, yes recline passenger/driver seats
2.02		CHASSIS WARRANTY: • Two (2)-year/unlimited miles Freightliner M2 chassis warranty. • Two (2)-year/100,000 mile Cummins engine warranty. • Five (5)-year/unlimited miles Allison transmission warranty.
2.03	1	Block heater shall be controlled through the Intel-I-Touch™ multiplex control screen.
2.04	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
2.05	1	Route horizontal exhaust to streetside.
3.00		BODY:
3.01	1	<ul style="list-style-type: none"> • Load space area shall be 83" high x 99" wide x 30' long custom all aluminum dry van body with the following: • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125 extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body. • Full length skirting below floor. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure



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Item	Qty	
		removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. Note: Specifications are from body manufacturer and are subject to change without notice.
3.02	1	32" wide x 76" high 0.125" aluminum sedan door installed above floor. Includes 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless steel piano hinge, two (2) nylon door straps and an aluminum drip rail. NOTE: Location: Curb side entry door.
3.03	1	Rear underbody skid bar. Protects rear bumper and skirts from possible damage caused by steep grades. Includes: • 3 ½" steel tube across the width of the vehicle mounted to the frame with steel channel and supported diagonally from the ends to the frame mounts • Steel tube is capped on the ends and mounted just below the skirting NOTE: Painted black
3.04	1	Interior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.
3.05	1	Wire one of the overhead lights to function as a courtesy light when the entry door is opened. NOTE: Locations: One (1) at entrance door
3.06	1	Pull out aluminum stairs encased in a narrow profile cassette installed below floor line, eliminating the need for an interior stepwell. Includes exterior fold out handrail. NOTE: Location: Stairs for entrance door.
3.07	1	TriMark keyless entry with remote radio frequency (RF) transmitter fob, externally mounted keypad and lock actuator.
3.08	9	TriMark keyless entry, additional door actuator.
3.09	1	Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following: • Whelen M6FCV4 polished chrome vertical housings for four M6 series lightheads. The fourth light head will be an emergency flasher as specified in the DC Emergency Lighting section. • Whelen M6 series LED arrow shaped amber turn signal, model number M6T. • Whelen M6 series LED brake/tail light heads, model number M6BTT. • Whelen M6 series LED back-up light heads, model number M6BUW.
3.10	1	Cast Products LP0004-1-B aluminum license plate mounting frame with LED light.
3.11	1	Entire underside shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
3.12	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.13	2	Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features:



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Item	Qty	
		<ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. <p>NOTE: Slide out up to 142" length x 30" deep (full extension of 26").</p>
3.14	2	<p>Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position.</p> <p>Features:</p> <ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. <p>NOTE: Slide out up to 110" length x 30" deep (full extension of 26").</p>
3.15		<p>Ignition Interlock to prevent vehicle from starting when any of the external extension devices are deployed.</p> <p>NOTE: Button on multiplex screen.</p>
3.16	8	<p>Flashing warning light for slide out.</p> <p>NOTE: Amber bulb color.</p>
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body paint base color shall be single color nonmetallic paint from the roof line down. Color to be determined.
4.02	1	4-inch wide reflective stripe on the exterior back and sides of the vehicle.
4.03	1	<p>Custom computer-generated non-reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering can be shaded or outlined.</p> <p>Note: Graphics package does not include production of custom shields and/or seals.</p>
4.04	7	Custom computer-generated non-reflective vinyl shield. Customer shall supply true vector artwork required to produce shield.
5.00		<p><u>INDEPENDENCE ONYX INTERIOR:</u></p> <ul style="list-style-type: none"> • Wall Covering: #66 Silver Smooth FRP • Ceiling Fabric: Silver Mist • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black



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Item	Qty	
		<ul style="list-style-type: none"> • Vinyl Coverings: #WH1-2140 Whisper Black • Cabinets: Charcoal Gray • Counters and Tables: #9091-ML Midnight Melange Solid Surface Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01	1	Custom fabricated console in cab, for locating siren controller, police radio and/or other controls as specified elsewhere in this document. NOTE: Powder coat textured black. Console will contain the following items: <ul style="list-style-type: none"> • One (1) Intel-I-Touch touchscreen • Siren control • Two (2) Radio • One (1) CAT6 network jack • One (1) 12v and USB jack All items are outlined elsewhere within these specifications
6.02	1	RAM Mount vertical drill down laptop mount. Part#: RAM-VB-181-SW1. <ul style="list-style-type: none"> • Telescoping feature that ranges from 12 to 18 inches. • Dual swing arms provide articulation and 12 inches of reach for passenger and driver access to the mounted device. • RAM® Tough-Tray™ is spring loaded to accommodate 10" to 16" wide laptops & (17" wide screens).
6.03		Cab Area Additions: <ul style="list-style-type: none"> • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.04	1	Brigade Backeye 360 Select surround surveillance system with 7" LCD monitor.
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
7.03		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. <ul style="list-style-type: none"> • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric.
7.04		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.05		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.06		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.



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Item	Qty	
7.07	2	Flush pocket door installed on heavy-duty aluminum track with two (2) four-wheel roller trucks. Pocket door shall have recessed handle and locking hardware.
7.08		All bulkheads shall be covered with Kemlite 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.09	1	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. NOTE: Panels will be powder coated HAT2-C0111 Charcoal Gray Texture.
7.10	2	Flush mount 10"W x 15"T deep-tint horizontal fixed window, located in slide out. NOTE: Locations: Two (2) front curb side slide out
7.11	2	Upgrade window covering to Day/Night pleated shade and add custom made valance. NOTE: Locations: Shade Color is Opal/Ash Valance will match bench seats
8.00		<u>GALLEY (EXTERIOR):</u>
8.00	1	Microwave oven. Sharp 1.1 cu.ft. 1000-watt Model SMC1131CB.
8.01	1	Keurig Coffee maker. NOTE: Secured on counter top
9.00		<u>SEATING:</u>
9.01	13	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height.
9.02		Fabricate and install flip-down bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.
9.03		<u>BENCH SEAT REQUIREMENTS:</u> <ul style="list-style-type: none"> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
10.00		<u>CABINETS:</u>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames.



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Item	Qty	
		<ul style="list-style-type: none"> • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up and gas spring lift supports.
10.02		Radius edging incorporated as design permits.
10.03	5	Dry erase writing surface on overhead cabinet door.
10.04	5	Magnetic dry erase door.
10.05	5	Gas spring lift supports on overhead cabinet door.
10.06	3	LED light under overhead cabinet. NOTE: Front conference room workstation area
10.07	1	Slide-out printer tray.
10.08	5	Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required. NOTE: Location: One (1) street side rear conference room pocket door bulkhead. One (1) curb side rear conference room pocket door bulkhead One (1) street side front conference room bulkhead. One (1) curb side front conference room pocket door bulkhead One (1) rear wall
10.09	2	Frame opening behind dry erase board for side access to electronics rack.
10.10	3	Magnetic dry erase marker caddy kit.
10.11	3	FRP shelf up to 36" wide with 2" lip at front edge.
10.12		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
10.13		Wilsonart Gibraltar 1/2" solid surface countertop over subsurface. Solid surface countertop shall have a 1-1/2" front lip with radius edge.
10.14		Wilsonart Gibraltar 1/2" solid surface conference tabletop over subsurface. Solid surface tabletop shall have a 1-1/2" front lip with radius edge.
10.15		Flip up workstation covered with Wilsonart Gibraltar 1/2" solid surface tabletop over subsurface. Solid surface tabletop shall have a 1-1/2" front lip with radius edge. NOTE: Front streetside slide out at flip down bench seat area
10.16		Solid Surface communication equipment shelf mounted above countertop.
10.17	1	Powder coated 0.125" aluminum conference table base. NOTE: Front room.
10.18	1	Linear actuator lifting column table base for conference table. Provides capability to be a sitting or standing conference table that is adjustable through table leg lifting columns and control box. NOTE: Rear room. 32"-44" range (or similar). Control pad mounting location to be determined. Powder coat #HAT2-C0111 Charcoal Gray Texture.



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10.19	9	Computer cable pass-thru grommet in counter or conference table. Satin nickel 2-1/2" two-piece metal desk grommet - 3" overall diameter. NOTE: One (1) per workstation and two (2) front conference table
10.20	1	Install a key display board inside overhead cabinet and clearly tag all keys for the vehicle as to their purpose. NOTE: Located in cabinet above printer
10.21	12	Magnetic key hook. NOTE: For hanging keys on magnetic dry erase door on closet
10.22	1	120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in cabinet as shown on drawing. NOTE: Powder coat HAT2-C0111 Charcoal Gray Texture
11.00		<u>HVAC SYSTEM:</u>
11.01	1	Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator.
11.02	1	Fan-tastic Ultrabreeze vent cover. NOTE: Color shall be white.
11.03	4	Ducted Coleman Polar Mach 8 series low profile air conditioner with thermostat. Includes: • High Capacity Air Duct manufactured from polystyrene foam laminated with 99% pure polished aluminum inside and out, internally mounted in ceiling • 15,000 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 5,600 Btu/hr heat strip • Thermostat through Intel-I-touch touchpad • Louvered Ceiling Vents, as required
11.04	3	Broan model 174 wall mount 5,120 Btu/hr electric heater. Located as shown on drawing.
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	Power Tech 25-kW 120/240Vac liquid-cooled diesel generator with air bag mounts installed in a custom fabricated compartment. (17010050) Generator features: • Tier 4F Emissions • USTC Certified Manufacturer • Warranty: 2 years from date of purchase, or 3000 hours whichever comes first, or 36 months from the date of manufacture. • Four point air bag mounting system • Four-cycle water cooled diesel engine • Radiator cooled, direct mounted • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side service • Typical Gallon Per Hour fuel consumption: 25% load = 0.51, 50% load = 1.01, 100% load = 2.03



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		<p>NOTE: Generator exhaust shall be routed to the street side of the vehicle.</p>
12.02		<p>Insulate under vehicle body floor with Tiger Foam™ spray foam insulation to a 1.5" minimum thickness. Recyclable, fire rated two-component spray polyurethane foam insulation. Insulation rating equals R-7 per inch.</p> <p>NOTE: Insulate between floor and generator compartment to reduce noise and vibration in load space.</p>
12.03	1	<p>ACData surge suppressor for protection of entire AC power system.</p> <p>Product features:</p> <ul style="list-style-type: none"> • UL listed: UL1449 3rd Edition • LED visual verification of status
12.04	1	<p>LDV exclusive Intel-I-Touch™ vehicle automation control system.</p> <p>A multiplexed vehicle automation system must be incorporated into a common touch screen(s) that is custom programmed to monitor and control onboard systems as described throughout the specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be updateable and configurable as required. This system is mandatory as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and includes error detection protocols and troubleshooting features.</p> <p>Features include:</p> <ul style="list-style-type: none"> • One (1) 10" LCD touch screen with custom graphics for control and monitoring systems • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Interior and exterior lighting control • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks <p>The system must be completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification System capability is not to be achieved with use of multiple monitoring systems designed for specific use i.e. water monitors, battery monitors etc.</p>
12.05	1	<p>Additional 10" LCD touch screen with custom graphics for control and monitoring systems. All touch screens provide complete control and monitoring of vehicle systems.</p> <p>NOTE: Located in cab.</p>



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Item	Qty	
12.06	1	3" Touch panel for dedicated local control and monitoring of specific vehicle automation system features. Includes control layout and indicators where applicable. NOTE: Located in exterior workstation
12.07	2	3" Touch panel with numeric display for dedicated local control and monitoring of specific vehicle automation system features including room HVAC. Display shows current room temperature and HVAC setpoint when adjusted. Includes control layout and indicators where applicable.
12.08		Storage Mode Storage Mode maintains the vehicle in a ready-to-deploy condition. Battery chargers, specified outlets, and other pre-determined equipment is powered. HVAC is maintained at a storage mode setting to prevent freezing in the winter or overheating in the summer. The generator can be set to automatically start in the event of a loss of shore power. Other items as necessary can be made available in Storage Mode.
12.09		Travel Mode Travel Mode places the vehicle in a ready-to-travel condition based on vehicle application and equipment. In most cases this includes: starting the generator and transferring off of shore power, turning on HVAC and adjusting temperature to normal operating setpoints, stowing all equipment for travel, powering up communication gear. Travel Mode is a custom programmed, automated process similar to the Auto Startup and Auto Shutdown.
12.10		Night Time (Red) Lighting Mode turns the ceiling lighting in each room from white to red lights.
12.11		Reduced Lighting Mode is white ceiling lighting in each room have the option of All-On or Half-On.
12.12		Leveling Control Intel-I-Touch Auto Leveling feature. Includes touchscreen indication of vehicle level and control of leveling jacks individually or in pairs. Operators can manually stabilize and level the vehicle from any touchscreen. Jacks are automatically retracted as part of the Auto Shutdown process.
12.13	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD.
12.14	1	Marinco 100A-125/250Vac waterproof shore power inlet, 50-ft. 100A-125/250Vac shore power cord and 6-ft. 100A-125/250Vac pigtail.
12.15	7	20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment. NOTE: (1) per workstation below counter
12.16	22	20A-125Vac duplex receptacle with dual USB charging ports. Receptacle is not dedicated to any installed equipment. NOTE: One (1) each workstation above counter (7 total) Two (2) exterior workstation Two (2) at flip up bench base Two (2) at front conference table Five (5) TBD



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Item	Qty	
12.17	4	<p>Cables Organizer Tilt 'N Plug Jr Dual Data Plate with two (2) AC Power, one (1) HDMI, one (1) CAT6, two (2) Charging USB [3A Max]. PDC-TNP327C</p> <p>NOTE: Locations: Two (2) front conference room table Two (2) rear conference room table HDMI are inputs to the matrix.</p>
12.18	6	<p>20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment.</p> <p>NOTE: (4) Exterior charging station and (2) exterior TV workstation</p>
12.19	4	<p>20A-125Vac exterior GFCI duplex receptacle.</p>
12.20		<p>Wire chase wire management raceway system located as shown on drawing. Product features:</p> <ul style="list-style-type: none"> • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements
12.21	2	<p>APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features:</p> <ul style="list-style-type: none"> • 3,000VA/2,700W output capacity • 120V output voltage • (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles • Typical Backup Time at Half Load 19.2 minutes (1125 Watts) • Typical Backup Time at Full Load 5.7 minutes (2250 Watts) • Dimensions: 3.35"H x 17"W x 25"D <p>NOTE: One (1) dedicated to electronics rack equipment and one (1) outlet each workstation for computer and monitor. Leave 2 RU above UPS for customer installed equipment.</p>
12.22	7	<p>Red specification grade 20A-125Vac duplex receptacle with stainless steel wall plate located as shown on drawing. These receptacles are dedicated to the UPS as specified elsewhere in this document.</p> <p>NOTE: One (1) below each workstation for computer and one monitor.</p>



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Item	Qty	
12.23	1	Will-Burt Night Scan Powerlite NS4.5-900 WHL PRO 120Vac light tower. Extended height of approximately 15 ft. / 4.5 m above the mounting location and a stowed height of approximately 11.9375" / 30.3 cm above the mounting surface. Includes: <ul style="list-style-type: none"> • Six (6) Pioneer 150 watt LED Spot/flood lights (PCP2ASF) that provide 90,000 Lumens • Dual tilt remote control positioner • Hand held (wired) remote control (SHIP LOOSE) • 50ft control cable • Dash mounted warning light with interlock to prevent vehicle from being moved with light tower raised. • Additional roof support structure, as required. NOTE: Controller location in street side rear compartment
12.24		AC WIRING REQUIREMENTS: <ul style="list-style-type: none"> • All AC main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic Carlon Carflex liquid tight and Carlon Flex-Plus blue ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		DC ELECTRICAL SYSTEM:
13.01	1	• Six (6) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant compartment. Four (4) batteries will be separated for auxiliary equipment and two (2) batteries will be for communications equipment. <ul style="list-style-type: none"> • Three (3) electronic converter/chargers, 80 amp minimum output each. Converter/charger features: <ul style="list-style-type: none"> • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • All DC electrical and metering switched and monitored through the multiplex system.
13.02	1	Sure Power 3003 (or current model) isolator.
13.03	24	Light, Orion 6" LED, neutral white with polished bezel. NOTE: Multiplex light modes of 1/2 white, full white, and red.
13.04	10	Light, Orion 6" LED, neutral white / red with polished bezel. NOTE: Multiplex light modes of 1/2 white, full white, and red.
13.05	8	Whelen M9LZC Gradient LED Scene Light with chrome flange. NOTE: Locations: Three (3) curb side, three (3) street side, two (2) on rear. One (1) switch/button control per side. Rear Scene lights to power on when chassis transmission is put into REVERSE.



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Item	Qty	
13.06	9	Whelen PELCC LED light with chrome housing. NOTE: Locations: Three (3) curb side, three (3) street side, two (2) on rear, one (1) on entry door. One (1) switch/button control per side. Entry door lights come on when door opens and will be deactivated in night mode.
13.07	1	Whelen PELCC LED light with chrome housing. NOTE: (1) side entry door, lower on door panel. Door activated
13.08	4	12VDC dual USB power port. NOTE: (2) Exterior charging station and (2) exterior TV workstation
13.09	3	Combination 12V / USB power port. NOTE: Locations: (1) cab console, (2) Exterior charging station
13.10		<u>12VDC WIRING REQUIREMENTS:</u> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.



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Item	Qty	
14.00		<u>EMERGENCY LIGHTING / SIRENS:</u>
14.01	1	Whelen 295SLSA6 siren with 9 low current lighting control switches. California Title 13 compliant.
14.02	1	Whelen SA315P high performance speaker, with SAK9 bracket.
14.03	2	Whelen model L41 Series super LED (or current model) green command strobe mounted on roof. <ul style="list-style-type: none"> • 12 VDC or 24 VDC • 12V - 1.5 Amp (peak), 0.6 Amp (average) • 4-3/4" H x 6-7/16" Dia. NOTE: Order with green colored lense
14.04		Soundoff Signal headlight flasher model ETH-FSS-ISO.
14.05	4	Whelen TLIR ION-T- Series™ Linear Super-LED® Red with clear outer lens & TIONFC chrome flange. NOTE: (2) to be steady burn. TBD
14.06	12	Whelen M6 series, M6RC (or current model), Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange.
14.07	8	Whelen M9 series Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes chrome flange.
15.00		<u>AUDIO / VIDEO:</u>
15.01	4	Samsung UN32H5300AFXZA - 32" LED TV with wall mount bracket. Product features: Resolution 1920 x 1080 Component , Composite (2) HDMI, (1) USB (2) Speakers DTV Tuner/ATSC / Clear QAM Dimensions: 28.9"(W) x 17.3"(H) x 3.1"(D) Weight 9.5lbs
15.02	4	Samsung 43" TU7000 Titan Gray Crystal UHD 4K Smart HDTV - UN43TU7000FXZA with wall mount bracket. Product features: <ul style="list-style-type: none"> • Resolution 3840 x 2160 • Wi-Fi ready, Smart TV • (2) HDMI, (1) USB, (1) Ethernet • (2) Speakers • Tuner • Dimensions: (WxHxD): 37.9" x 22" x 2.4"
15.03	1	Dell 55 4K Interactive Touch Monitor - C5522QT4K UHD (2160p) 3840 x 2160 <ul style="list-style-type: none"> • Two (2) 10W speakers • Inputs: (1) DP 1.2, (1) x USB Type-C, (3) HDMI 2.0, (4) USB 3.1 downstream port, (3) USB 3.1 upstream port, (1) Analog 2.0 audio line out (3.5 mm jack), (1) RJ-45, (1) RS232 • No Tuner • Dimensions: 51.1"W x 3.1"D x 30.3"H • Weight: 76 lbs



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Item	Qty	
		NOTE: Includes Chief Large Fusion LSA1U Fixed Wall Display Mount
15.04	1	SunBriteTV 43" Black Signature Series Outdoor TV, Partial Sun, 2160p, 4K Ultra HD LED TV (Model SB-S-43-4K-SL) and SunBrite TV All-Weather Detachable Soundbar Speaker (SB-SP472). <ul style="list-style-type: none"> • 4K UHD high-brightness (700NIT) commercial-grade anti-glare screen • OptiView™Technology • Built-in HDBaseT Receiver • Outdoor Safe • Extreme Temperature Functionality
15.05	1	SunBriteTV All-Weather Detachable Soundbar Speaker for 32" - 47" Signature Pro Marquee Series Televisions - SB-SP472. <ul style="list-style-type: none"> • Product Dims (W x H x D): 23" x 2.81" x 2.48"
15.06	1	Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: <ul style="list-style-type: none"> • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch
15.07	1	Genetec StreamVault SVR-300A-4T-2S-17 with 16GB Ram and 1.92TB High End SSD and required power supply.
15.08	1	Winegard TRAVLER DirecTV HD SWM 3 Slimline automatic satellite system. DIRECTV Satellites: 99°, 101°, 103° Note: Service contract, activation and set up not included.
15.09	3	DirecTV H25 HD Commercial Satellite Receiver.
15.10	3	IR Extender with cable. NOTE: Extenders for DSS receivers. One (1) exterior workstation One (1) front room One (1) rear room
15.11	4	Middle Atlantic rack mount kit custom fitted for DSS receivers.
15.12	1	Four (4) IP Perimeter Cameras. AXIS P1224-E (or current model) Miniature Network Camera. HDTV 720p resolution IP66 weather rated Wide angle 145° field of view Power over Ethernet <ul style="list-style-type: none"> • 1 - rear view • 1 - front view • 1 - left side view • 1 - right side view Includes AXIS T8705 Video Decoder <ul style="list-style-type: none"> • Easily Display Video from IP Cameras • Supports 1080p Resolution @ 30 fps



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		• Supports Multiple Frame Rates
15.13	4	SD Memory Card for camera(s). The SD card shall record camera allowing it to be downloaded and viewable via an IP address.
15.14	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.15	1	Extron ShareLink Pro 500 Series Wireless Collaboration Gateway Key Features • Wirelessly share content from personal mobile devices • Supports Microsoft Windows® and OS X® computers as well as Apple® and Android™ smartphones and tablets • Integrated dual band wireless access point at 2.4 GHz or 5 GHz • Provides full screen mirroring for Apple iOS devices1 • Dedicated mobile app, MirrorOp® for Extron ShareLink™, for reliable iOS and Android content sharing
15.16	2	Apple TV HD 32GB – Black. Model:MR912LL/A
15.17	1	Extron DXP 1616HD 4K PLUS 16X16 HDMI Matrix Switcher. 60-1497-01 NOTE: Inputs (15): • Three (3) DirecTV receivers • One (1) Genetec which will be able to show the Hanwha Five-Camera system • One (1) Extron Sharelink Pro 500 [to share computer views] • Two (2) Apple TV • One (1) CPU connected to 55" Dell Touchscreen on front wall • One (1) WebCamera (Logitech Meetup or similar) • One (1) NVR for camera SVR-300A-4T Streamvault • Two (2) front conference table input, one each Tilt 'N' Plug • Two (2) rear conference table input, one each Tilt 'N' Plug • One (1) exterior TV workstation Outputs (10): • Four (4) 32 TV's in front work area • Four (4) 43" TV's • One (1) 55" Dell Touchscreen • One (1) Exterior TV
15.18	3	Extron TLP Pro 1025M NC - 10" Wall Mount Touchlink Pro Touchpanel. NOTE: Includes required processor and programming
15.19	1	Extron IPCP PRO 550 processor - programmed for I-Pad control of Matrix Switcher.
15.20	1	HDMI input with wall plate to TV. NOTE: One (1) exterior workstation as local input to TV



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15.21	5	HDMI input to matrix. NOTE: Two (2) front conference table input, one each Tilt 'N' Plug Two (2) rear conference table input, one each Tilt 'N' Plug One (1) exterior TV workstation
15.22	1	USB wall plate, input jack and cabling for connection to touchscreen.
15.23	1	Bogen TPU-15 (or current model) paging amplifier with four (4) Whelen SA314B (or current model) speakers interfaced with P/A features of the telephone switching system.
15.24		All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-6/U precision video cable.
16.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
16.01	1	Fireco 2300 series CX.4003N heavy-duty non-locking telescoping pneumatic mast. Mast features: <ul style="list-style-type: none"> • 187 lb. max top load capacity • 38' 9" extended height • 6' 9" nested height Includes: <ul style="list-style-type: none"> • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
16.02	1	Gast 3/4-hp compressor with remote mount 7 gallon air tank.
16.03	1	Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.
16.04	1	Custom fabricated 0.125" aluminum mast cover painted to match body color.
16.05	1	Custom fabricated bracket on mast to mount one individual camera system. NOTE: Nycoil to include CAT6 wiring for (1) camera, (1) spare CAT6 wire, (2) LMR-240 radio antenna cables and wiring for look-up light.
16.06	1	Mast lookup light mounted on mast.
16.07	1	Weatherproof mast up/down control switch on exterior of vehicle.
16.08	1	Hanwha Network vandal outdoor multi-sensor multi-directional camera model PNM-9322VQP with four (4) CMOS Lenses model SLA-5M3700P . Features: <ul style="list-style-type: none"> • Exchangeable 4ea x 2M / 5M lens modules • 8M to 20M resolution (depend on the combination of lens modules) • Max. 60fps@2M, Max. 30fps@5M (H.265 / H.264) • WDR 150dB with 2M, 120dB with 5M lens module • 2.4mm, 2.8mm, 3.6mm, 6mm, 12mm fixed lens (2M module) • 3.7mm, 4.6mm, 7mm fixed lens (5M module) • H.265, H.264, MJPEG codec,WiseStream II



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Item	Qty	
		<ul style="list-style-type: none"> • IP66, IK10, SD / SDHC / SDXC memory 5 slots • 4.44~142.6mm(Optical 32x) lens, Day & Night (ICR) <p>NOTE: Includes Genetec camera license</p>
17.00		<u>RADIOS:</u>
17.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
17.02	16	<p>Prewire and make installation provisions for communications radio. Installation includes:</p> <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. <p>NOTE: Customer supplied radios and locations:</p> <p>Cab Area</p> <ul style="list-style-type: none"> • Qty.2 - Make/Model, Freq/Power Out/Trunk or Dash Mounted <p>Rear Area</p> <ul style="list-style-type: none"> • Qty.9 - Make/Model, Freq/Power Out/Trunk or Dash Mounted <p>Front Area</p> <ul style="list-style-type: none"> • Qty.3 - Make/Model, Freq/Power Out/Trunk or Dash Mounted <p>TBD</p> <ul style="list-style-type: none"> • Qty.2 - Make/Model, Freq/Power Out/Trunk or Dash Mounted
17.03	2	<p>Prewire and make installation provisions for a customer installed Repeater antenna. Installation includes:</p> <ul style="list-style-type: none"> • NMO-style base on the mast for customer supplied/installed antenna. • LMR240 antenna cable routed to repeater location in Carlon Carflex ENT conduit.
17.04		Install hinged panels under countertops to conceal radio transceivers where applicable.
17.05	1	<p>Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the vehicle. Antenna raceway will penetrate the roof on each side of the truck at radio box locations. Includes:</p> <ul style="list-style-type: none"> • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
17.06	1	<p>Radio antenna termination panel for up to twenty (20) radios. Includes:</p> <ul style="list-style-type: none"> • TNC bulkhead jack in panel for each radio antenna on the raceway • Antenna leads from radio locations to panel routed through Carlon Carflex ENT conduit with 18" of extra cable at panel to allow customer to reconfigure panel as required
17.07	16	Magnetic microphone holder. Magnetic Mic MMSU-1.



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Item	Qty	
17.08	1	Motorola NNTN8844 IMPRES 2 Multi-Unit Charger with USB Charging Ports. • 6-Unit Multi-Unit Charger • APX radios and batteries are compatible • Dimensions (inches): 17.5 H X 7.5 W X 10.25 L NOTE: Location TBD
17.09	4	Plantronics Headset, Jack box and Footswitch. Includes: • One (1) Mobile Conductor Box w/ Footswitch PTT enabling mobile radio operator headset capability. • One (1) Primary voltage fluctuation protection electronics (dirty power emitted by vehicles). • 6 ft Radio Interface Cable From Mobile Conductor Box to Motorola APX8500 Mobile radio with DB26 connector. Part # 20-11135-06.. • SHS1890 PTT with carbon type microphone amplifier, PJ-7 connector, and selectable switch operation (momentary or locking modes). 10ft cable. NOTE: One (1) each workstation in rear slideouts.
17.10	1	SyTech Corporation Radio Inter-Operability System (RADIUS) package includes: Distribution Unit and Accessories <ul style="list-style-type: none"> • One (1) RD-DS-2U SyTech Radio Interoperability System Rackmount Gateway. Includes software and hardware capacity for radio interfaces. Does not include individual radio interface boards • Four (4) RD-DS-RIB Radio Interface Board (RIB). Interface for individual push-to-talk radio interface. • Four (4) R-CAB-S RIOS Standard Interface Cable Crew Station Interfaces and Accessories <ul style="list-style-type: none"> • One (1) RD-CS-AFC RADIUS Crew Station (CS) • One (1) RD-INT-CS-RCK RADIUS Rackmount Kit for Crewstation. Includes Handset and Cable Adapter. RADIUS System Software <ul style="list-style-type: none"> • Four (4) RD-SFT-CP RADIUS Virtual Seat Licenses for Client Computers Training/Configuration <ul style="list-style-type: none"> • Allowance of sixteen (16) Engineering, Management and Documentation Labor Hours • One (1) R-INSTL-ZN2 Training Module (1 session) on site - up to 10 attendees
18.00		<u>TELEPHONE SYSTEM:</u>
18.01	1	Wilson weBoost Drive Reach Cell Phone Booster Kit model 470154. • 4G LTE Coverage for Entire Vehicle and Multiple Users • Works for all phones & cellular devices, all major US carriers.
18.02	4	Prewire and make installation provisions for fixed wireless terminal. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to FWT location.
18.03	2	Oceana 400 satellite phone terminal that allows connection to the Inmarsat GSPS, IsatPhone Link, and FleetPhone services. Provides RJ-11 connection to allow for interfacing with telephone system.



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Item	Qty	
18.04	1	MSAT-G2 Mobile Satellite Radio. Includes: <ul style="list-style-type: none"> • HNS-2100 transceiver unit • Power cable • User manual • Handset • SPAC-221 antenna • 19 ft. antenna cable
19.00		COMPUTER NETWORK AND EQUIPMENT:
19.01	46	RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: Locations: Two (2) each workstation in raceway (14 total) One (1) each workstation below countertop for computer (7 total) Four (4) at flip down bench seat bases (2 each box) Two (2) front conference table input, one each Tilt 'N' Plug Two (2) rear conference table input, , one each Tilt 'N' Plug One (1) at printer One (1) at cab console Four (4) at street side input box One (1) exterior TV/workstation One (1) per TV [qty.10]
19.02	2	Multi-Mode LC Duplex Fiber jack in exterior Input Box and fiber cable run to and terminated at patch panel.
19.03	3	Systimax 24-port Cat6 rack mount modular patch panel, model 1100GS3-24.
19.04		Certified 18" Cat6 patch cord. As Required. NOTE: As required
19.05		Certified 36" Cat6 patch cord. As Required. NOTE: As required
19.06	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.
19.07	1	Cisco Computer Network/Phone Equipment. Includes: <ul style="list-style-type: none"> • One (1) Cisco ISR 4331 UC Bundle, PVD4-64, UC License, CUBEE25 • One (1) Cisco 4-port Network Interface Module - FXO (Universal) <ul style="list-style-type: none"> • One (1) Cisco 4G LTE NIM (Network Interface Module) for North America AT&T and Canada • One (1) Cisco 4G LTE NIM (Network Interface Module) for North America Verizon • One (1) Cisco 2-Port Gigabit Ethernet WAN Network Interface Module • Two (2) Cisco Aironet 1832i IEEE 802.11n 300 Mbit/s Interior Wireless Access Point.
19.08	10	Install customer specified phones, \$300 allowance.



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Item	Qty	
19.09	1	Cisco Catalyst 9300 - Network Advantage - switch - 24 ports – managed. Mfg.Part: C9300-24P-A. Product Details Network Advantage Switch L3 managed 24 x 10/100/1000 (PoE) rack-mountable PoE (445 W)
19.10	1	Cisco Catalyst 9300 - Network Advantage - switch - 48 ports – managed. Mfg.Part: C9300-48U-A. Product Details Network Advantage Switch L3 managed 48 x 10/100/1000 (UPOE) rack-mountable UPOE (822 W)
19.11	1	HP Color LaserJet Pro Multi-Function Printer (MFP) M479FDW Product features: • Black/white or color print, copy, scan, and fax capable • 1 Hi-Speed USB 2.0; 1 host USB at rear side; Gigabit Ethernet 10/100/1000BASE-T network; 802.3az(EEE) 802.11b/g/n / 2.4 / 5 GHZ Wi-Fi radio • Dimensions (W X D X H) 16.8 x 25.7 x 16.3 in; 51.6 Lbs.
19.12	10	Dell Monitor, P2421H - LED monitor - Full HD (1080p) - 24". Main Features • 1920 x 1080 Full HD (1080p) • Inputs: (2) HDMI • Black NOTE: Two (2) per workstation (except WS #5)
19.13	10	Custom powder coated aluminum mount for monitor.
19.14	7	Dell OptiPlex 7050 (or current model) Micro Form Factor XCTO built to customer specifications and Dell wall mount. Includes cabling to computers. NOTE: One (1) CPU to be connected to front Dell Touchscreen Allowance of \$2,500.00 each
19.15	7	Dual USB wall plate with cable runs to computer. NOTE: wall plate above counter and connected to CPU below counter



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Item	Qty	
19.16	5	Computer allowance, \$1,500.00 per unit. Includes installation and custom powder coated brackets. NOTE: Laptop Computers. Any unused money to be returned to customer or can be used for other work or materials.
19.17	1	Logitech MeetUp premier ConferenceCam with expansion microphone and remote control. Model 960-001201. Custom Logitech lens with 5x HD zoom and motorized pan (+/- 25°) and tilt (+/- 15°) 4K Ultra HD video calling (up to 3840 x 2160 pixels @ 30 fps) Integrated microphone with 3 beamforming elements Bluetooth wireless technology RF remote control NOTE: Connected to CPU that Dell Touchscreen is connected to.
19.18	1	AvL Technologies model 1278K, 1.2 meter auto deploy two-way broadband satellite communications system. <ul style="list-style-type: none"> • AvL1278K 1.2 meter precision composite mobile VSAT satellite antenna • AvL AAQ antenna controller with "one button" auto-acquisition • AvL universal BUC mounting kit • iDirect X7 satellite router • NJR 6 Watt universal Ku-band BUC • NJR-2835S Ku band LNB Note: Operation will be confirmed on a temporary service plan for testing at LDV. Service contract is not included.
19.19	1	Cradlepoint IBR1900 cellular router with single modem and roof mounted Centurion Nxt Quad LTE antenna installed. Features: <ul style="list-style-type: none"> • WAN: 5G and LTE (CAT20), wireline (via gigabit Ethernet) • LAN: Simultaneous dual-band Wi-Fi 6 (2x2) and 4 gigabit Ethernet ports • BLE: Long-range, low-power Bluetooth 5.1 to support IoT connectivity • GPS: Discrete GNSS location with dead reckoning • WIRED: RS232, USB, and GPIO ports for serial and OBD-II connections
19.20	1	Cradlepoint RX30 Managed Accessory MB-RX30-MC Switch and MC400 modular modem for R1900 Mobile Router (2 nd Modem) and roof mounted Centurion Nxt Quad LTE antenna installed. Features: <ul style="list-style-type: none"> • Ruggedized 4-port GbE • MC400 modem for expansion slot • 6-pin (2x3) Molex Micro-fit External Power Connector
20.00		<u>MISCELLANEOUS ELECTRONICS:</u>
20.01	1	Columbia Weather Systems Magellan MX™ series model MX500 weather station with LCD touch screen display. System includes the following: <ul style="list-style-type: none"> • All-in-one multi-parameter sensor housed in a self-aspirating radiation shield • Temperature Sensor • Relative Humidity Sensor • Digital Barometer



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Item	Qty	
		<ul style="list-style-type: none"> • Relative humidity probe. • Ultrasonic wind direction & speed sensor with mounting adapter • Automatic self-alignment of wind direction using internal compass • Internal GPS • WeatherMaster™ software: Graphical weather monitoring software for Windows operating environment; displays, reports, and records current weather conditions. Readings data logged in Access database for future analysis and inclusion with other Windows-based programs. Internet capable, alarm notification program, and multi-station viewing features. Also includes ability to interface with Cameo/Aloha for plume modeling. • Touch screen LCD Color Weather Display Console™ • 19" rack mount chassis or wall mount • Displays real-time weather readings on four viewing screen views: Main, Aux, Trend and Min/Max. • Displays daily max/min data
20.02	2	Franklin Instruments #FD254-I00-0P4 clock with 2.5" LED display and 12 hour or 24 hour modes.
20.03	2	Masterclock NTD26 (or current model) networked synchronized clocks. Product features: <ul style="list-style-type: none"> • Uses external (or your own internal) NTP source for accurate traceable time. • Display time in 12 or 24 hr format. • Display date in mm:dd:yy or dd:mm:yy. • All international time zones. • All automatic daylight saving time.
20.04	1	Middle Atlantic Products, Inc. MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment.
20.05	1	Middle Atlantic VFD-40 Vented front door with Thumb Latch (No Key Lock).
20.06	1	Middle Atlantic Products, Inc. MRK-3731 (or current model) thirty-seven space 19" wide x 31" depth open framed electronics equipment rack, located as shown on drawing. Rack will slide out from its fixed position to allow side access to rack equipment. Includes 2 pair of PROMRK-RR37 cage nut style rack rail.
20.07	1	Middle Atlantic PFD-37 Plexiglas front door with key lock.
20.08	2	Middle Atlantic MW-4QFT-FC top fan panel, with four (4) 50 cfm ventilation fans, QFAN.
20.09	4	Middle Atlantic PD-815SC-NS 15 amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket.
20.10	1	Cast Products EB00013-1 (or current model) cast aluminum box with key lock. The rear of the box will be removed to allow cables to be passed into the vehicle. NOTE: Pass through box behind rear equipment rack.



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Item	Qty	
20.11	1	Cast Products EB00013-1 cast aluminum weatherproof box with key lock. NOTE: Box will be used for exterior connections behind forward equipment rack. Inputs: • Two (1) Multi-mode fiber input • Four (4) CAT6 network jack
20.12	2	Shroud with weatherproof pass-through hatch installed in the door of the input box.
20.13	2	Exterior input box door painted to match body.
21.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
21.01	1	Single door underbody storage compartment with approximate interior dimensions 28" high x up to 36" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Streetside. Mast compressor and tank. Nightscan pendant (if applicable)
21.02	1	Single door underbody storage compartment with approximate interior dimensions of 20" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Streetside storage
21.03	1	Single door underbody storage compartment with approximate interior dimensions 20" high x up to 32" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: One (1) curb side battery compartment
21.04	1	Single door underbody storage compartment with approximate interior dimensions 28" high x up to 38" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Curbside galley
21.05	1	Single door underbody storage compartment with approximate interior dimensions 20" high x up to 42" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Curbside storage
21.06	1	Single door underbody storage compartment with approximate interior dimensions of 20" high x up to 53" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Curbside charger/converters, slideout pump, misc compartment
21.07	1	Weatherproof exterior door to access charging station compartment. Door to be constructed from 0.125" aluminum with all welded seams and will be hinged at the bottom to provide a charging shelf when open. Outlets will be accessible when door is opened. Includes locking latch and LED strip light with automatic switch.
21.08		Compartments listed above will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened.



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		Compartment doors will be constructed to the following specifications: <ul style="list-style-type: none"> • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
21.09	6	LED strip lights mounted in underbody compartments. Mounted toward front edge and door switch activated. NOTE: Underbody storage compartments
21.10	2	Aluminum box pan shelf installed in exterior compartment.
22.00		MISCELLANEOUS OTHER:
22.01	3	Girard Nova motorized retractable lateral arm awning. Features: <ul style="list-style-type: none"> • Dual-pitch awning with up to three lateral arms for superior strength, • AC electric powered motor with crank handle/manual override • Sensor that will retract the awning to prevent damage from the wind • 2-year Limited Warranty
22.02	3	Girard awning LED light kit. G-Lite Awning Lighting system is an LED light strip in the outer rail to illuminate area under awning. NOTE: Controlled by a button on the Multiplex system.
22.03	1	Zico Quic-Ladder swing out and down vehicle ladder. Product features: <ul style="list-style-type: none"> • Cast aluminum rungs with flat, non-skid surface • Steps are 3" deep • Handrails are 1-1/4" heavy-walled aluminum tubing
22.04	1	Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes: <ul style="list-style-type: none"> • Four (4) QEII-26 jacks with 17,000-lb. capacity each, 26" long with 20" stroke • Air ride dump valve • Safety interlock when jacks are deployed
22.05	1	Set of four Super Dolly Pads high density polypropylene, injection molded yellow colored for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side.
22.06	2	5 pound dry chemical fire extinguisher.
22.07	3	Battery powered combination Carbon Monoxide and Smoke alarm.
22.08	1	Complete manual set, including the following (as applicable): <ul style="list-style-type: none"> • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points.



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Item	Qty	
		<ul style="list-style-type: none"> • Audio/Video cabling diagram. • Warranty and Return Authorization procedures. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
22.09	1	<p>TRAINING. An LDV representative will provide up to eight (8) hours of orientation on LDV provided systems, as applicable:</p> <ul style="list-style-type: none"> • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming Matrix, TV's, etc. • Awning operation
22.10	12	<p>Inspection/training trip to manufacturer facilities. Includes roundtrip airfare, 2 day car rental, 1 night lodging and \$70.00 meals allowance. Note: Minimum fourteen (14) day advance notice of travel is required.</p>
22.11		Performance Bond
22.12		LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
22.13		<p>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p> <p>Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.</p>