

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the 15th day of January 20 09

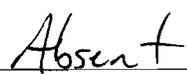
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the HGACBuy cooperative term and supply contract for Road Maintenance Equipment.

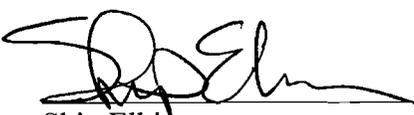
Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



INTERSTATE
INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING

ILC No. **04-1443**
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), 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 the Mid-America Regional Council, hereinafter referred to as "MARC," having its principal place of business at 600 Broadway, Suite 300, Kansas City, Missouri 64105.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, MARC has represented that it is an eligible entity under the Act, and desires to contract with H-GAC on the terms set forth below;

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

ARTICLE 1: LEGAL AUTHORITY

MARC represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and MARC agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided hereto, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall begin May 25, 2004, and shall continue in effect unless terminated pursuant to Article 10 by either party.

ARTICLE 5: SCOPE OF SERVICES

MARC appoints H-GAC its true and lawful purchasing agent for competitive bid/proposal processes and contracting authority relating to the purchase of certain products and services having contracts with the H-GAC Cooperative Purchasing Program. The scope of this contract shall be applicable only to those purchases made by MARC's participating members, and shall be limited to those products and services listed by attachment to this contract, which may be amended as agreed to by H-GAC and MARC. MARC's participants will access H-GAC contracts and pricing through MARC.

ARTICLE 6: PAYMENTS TO H-GAC CONTRACTORS

Upon delivery of goods or services purchased, and presentation of a properly documented invoice, MARC's participants will be required to pay the full amount of any invoice to an H-GAC contractor within thirty (30) days after having received a properly documented invoice including any applicable H-GAC and/or MARC administrative fee associated with the purchase. The H-GAC contractor shall then remit all administrative fees to MARC, in accordance with Article 8. Following receipt of all administrative fees, MARC will remit to H-GAC its assessed fee within 30 days, unless otherwise specified by mutual agreement of H-GAC and MARC. In no event shall H-GAC or MARC have any financial liability to any MARC participant for any goods or services procured from an H-GAC contractor.

ARTICLE 7: MARKETING, REPRESENTATIONS AND SOLICITATIONS

H-GAC agrees to provide MARC with data links and data downloads according to specific contract pricing stipulated in any attachment to this contract. MARC agrees to notify H-GAC, and receive H-GAC's approval, prior to any use of the H-GAC name, logo, or Program information in any printed literature or electronic media intended for external distribution.

ARTICLE 8: AVAILABILITY OF H-GAC COOPERATIVE PURCHASING CONTRACTS

Specified H-GAC contracts will be available to MARC participants through MARC. Each H-GAC vendor contract shall require a specific attachment to this contract. All details regarding structure, processing and reporting, administrative fee assessment and payment, and scope of representation, must first be agreed to by H-GAC, MARC, and the participating H-GAC Contractor, prior to availability of an H-GAC contract to MARC participants. These details shall be listed in a separate attachment to this Interlocal Contract.

ARTICLE 9: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation. H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 10: TERMINATION PROCEDURES

H-GAC or MARC may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of MARC, including obligations of MARC's participants to pay H-GAC's contractors for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by MARC and/or its End Users.

ARTICLE 11: SEVERABILITY

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

ARTICLE 12: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified 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; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 13: VENUE

Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Contract between H-GAC and MARC shall lie exclusively in Harris County, Texas. Disputes between End User and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

Mid-America Regional Council

600 Broadway, Suite 300, Kansas City, MO 64105

By: 
Executive Director

David Warm, Exec Director 6/3/04
Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: 
Executive Director

Date: 6/10/04

Attest: 
Manager

Date: June 10, 2004



GENERAL PURPOSE & EMERGENCY VEHICLES	COMMUNICATIONS EQUIPMENT & SERVICES	GROUPS FACILITIES & PARKS EQUIPMENT	PUBLIC WORKS EQUIPMENT	EMERGENCY EQUIPMENT & SUPPLIES	CONSULTING LEASING & STAFFING SERVICES	GREEN INFORMATION COOPERATIVE ENERGY PURCHASING
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PUBLIC WORKS EQUIPMENT

STREET MAINTENANCE EQUIPMENT

Contract No.: SM10-08

Effective Date: Oct 1, 2008 thru Sep 30, 2010

The table below shows base bid items only. Other configurations, options and accessories are available.
NOTE: In the case of truck bodies which are to be mounted on a commercial cab/chassis, the base unit price is for mounted body only, and does not include the required cab/chassis.

- Airlessco
- Asphalt Zipper
- Barber-Greene
- Basic
- Bergkamp
- Bomag
- Broce
- Case
- Cimline
- CMI (Terex)
- Crafc
- Cedar Rapids (Terex)
- Duraco
- Dynapak
- Etnyre
- EZ-Liner
- Gomaco
- Hamm
- Hypac
- Ingersoll-Rand
- LeeBoy
- Lincoln Paving
- Mauldin
- M-B Companies
- Pavement Services
- Rosco
- Schwarze
- Superior Broom
- Voegel
- Volvo
- Wacker
- Wirtgen

Airlessco

Products: Walk behind Airless Striping Machines
Contractor: EZ-Liner

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
P01	Striping Machine: Airlessco, 3500	2,720
P02	Striping Machine: Airlessco, 4000	3,300
P03	Striping Machine: Airlessco, 4500	4,650
P04	Striping Machine: Airlessco, 6000	5,920

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Asphalt Zipper

Products: Portable Asphalt Machines with transport trailer
Contractor: Asphalt Zipper

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
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VENDOR CONTACTS

- Anderson Machinery Co.**
Tom Anderson
(P): 512-272-8133
(F): 512-272-8136
[Click here for Email](#)
- Asphalt Zipper, Inc.**
Steve Christensen
(P): 888-947-7478
(F): 801-772-0909
[Click here for Email](#)
- Bergkamp, Inc.**
Bill Cooper
(P): 785-825-1375
(F): 785-825-4269
[Click here for Email](#)
- Cimline, Inc.**
Marty Drinkwine
(P): 800-328-3874
(F): 866-557-1971
[Click here for Email](#)
- Closner Equipment Co., Inc.**
Bennett Closner
(P): 210-732-2131
(F): 210-732-0706
[Click here for Email](#)
- Crafc, Inc.**
Vern Thompson
(P): 800-528-8242
(F): 480-940-0313
[Click here for Email](#)
- Duraco, Inc.**
David Sitton
(P): 601-932-2100
(F): 601-936-6039
[Click here for Email](#)
- Dynapac USA**
Jennifer Bishop
(P): 800-651-0033
(F): 210-474-5750
[Click here for Email](#)
- Equipment Support Services**
Jim Rose
(P): 817-283-2844
(F): 817-355-3194
[Click here for Email](#)
- EZ-Liner**
Rob Krommendyk
(P): 712-737-4016
(F): 712-737-4148
[Click here for Email](#)
- Hi-Way Equipment Co.**
Anne Crow
(P): 800-364-4929
(F): 713-649-5571
[Click here for Email](#)
- M-B Companies, Inc.**
Rose Shrimp
(P): 570-547-1621
(F): 570-547-1629
[Click here for Email](#)
- R.B. Everett**
Bob Hodson

N01	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ300	86,847
N02	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ360HD	83,380
N03	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ480HD	103,437
N04	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ550	123,493

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Barber-Greene

Products: Asphalt Pavers
Contractor: Closer Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
Q01	Slurry/Microsurfacing Paver: Barber-Greene, AP600D	247,900
Q02	Slurry/Microsurfacing Paver: Barber-Greene, BG260D	269,900
Q03	Slurry/Microsurfacing Paver: Barber-Greene, AP-655D	294,500

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Basic

Products: Pneumatic Roller
Contractor: Closer Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
E01	Pneumatic Roller: Basic, 700	27,500

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Bergkamp

Products: Pothole Patcher
Contractor: Bergkamp

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
J01	Pothole Patcher: Bergkamp, FP5	46,500

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Bomag

Products: Compaction Equipment, Concrete Pavers
Contractor: Anderson Machinery

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
A01	Single Smooth Drum Vibratory Roller, : Bomag, BW124D-40	57,482
A02	Single Smooth Drum Vibratory Roller, : Bomag, BW145D-3	78,549
A03	Single Smooth Drum Vibratory Roller, : Bomag, BW177D-40	104,316
A04	Single Smooth Drum Vibratory Roller, : Bomag, BW211D-40	115,729
A05	Single Smooth Drum Vibratory Roller, : Bomag, BW213D-4	136,233
A06	Single Smooth Drum Vibratory Roller, : Bomag, BW213DH-40	149,160
B01	Tandem Drum Vibratory Roller: Bomag, BW900-2	17,587
B02	Tandem Drum Vibratory Roller: Bomag, BW90AD-2	36,388
B03	Tandem Drum Vibratory Roller: Bomag, BW100AD-3	41,778
B04	Tandem Drum Vibratory Roller: Bomag, BW120AD-3	40,771
B05	Tandem Drum Vibratory Roller: Bomag, BW135AD	62,648
B06	Tandem Drum Vibratory Roller: Bomag, BW138AD	67,074
B07	Tandem Drum Vibratory Roller: Bomag, BW141AD-2	124,591
B08	Tandem Drum Vibratory Roller: Bomag, BW161AD-4HF	142,446
B09	Tandem Drum Vibratory Roller: Bomag, BW190AD-4HF	153,789
B10	Tandem Drum Vibratory Roller: Bomag, BW266	141,953
B11	Tandem Drum Vibratory Roller: Bomag, BW278	146,547
B12	Tandem Drum Vibratory Roller: Bomag, BW284	193,495
B36	Tandem Drum Vibratory Roller: Hypac, C747B	40,771
B37	Tandem Drum Vibratory Roller: Hypac, 754B	67,074
B38	Tandem Drum Vibratory Roller: Hypac, C766C	141,953
B39	Tandem Drum Vibratory Roller: Hypac, C778B	146,547

(P): 281-991-8161
(F): 281-991-5967
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ROMCO
David Fitch
(P): 713-937-3005
(F): 713-937-7541
[Click here for Email](#)

SB Manufacturing
Tom McBride
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(F): 316-942-5672
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Schwarze Industries, Inc.
Raymond Massey
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(F): 256-851-1105
[Click here for Email](#)

Volvo Construction Equipment and Services
Dan Jones
(P): 713-681-9221
(F): 713-681-7448
[Click here for Email](#)

Wirtgen America, Inc.
Bruce Monical
(P): 615-501-0600
(F): 615-501-0691
[Click here for Email](#)

B40	Tandem Drum Vibratory Roller: Hypac, C784	193,495
C01	Combination Roller: Bomag, BW120AC-4	47,406
D01	Static Roller, Tandem Drum: Bomag, BW5AS	52,774
D02	Static Roller: Tandem Drum: Bomag, BW9AS	77,423
D03	Static Roller: Tandem Drum: Bomag, BW11AS	88,977
E02	Pneumatic Roller: Bomag, BW11RH	76,041
E03	Pneumatic Roller: Bomag, BW24R	131,296
E04	Pneumatic Roller: Bomag, BW27RH	136,973
F01	Portable Compactor, Rammer/Tapper: Bomag, BT60/4	3,168
F02	Portable Compactor, Rammer/Tapper: Bomag, BT65/4	4,101
G01	Portable Compactor, Forward Plate: Bomag, BP8/34	1,725
G02	Portable Compactor, Forward Plate: Bomag, BP10/36-2	1,778
G03	Portable Compactor, Forward Plate: Bomag, BP18/45-2	2,095
G04	Portable Compactor, Forward Plate: Bomag, BP25/48	3,507
H01	Portable Compactor, Forward-Reverse Plate: Bomag, BPR25/40D	7,498
H02	Portable Compactor, Forward-Reverse Plate: Bomag, BPR35/60D	9,390
H03	Portable Compactor, Forward-Reverse Plate: Bomag, BPR45/55D	11,823
H04	Portable Compactor, Forward-Reverse Plate: Bomag, BPR55/65D	13,011
H05	Portable Compactor, Forward-Reverse Plate: Bomag, BPR65/70D	17,358
H06	Portable Compactor, Forward-Reverse Plate: Bomag, BPR80/65S	24,328
I01	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BW55E	6,842
I02	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BW65H	17,130
I03	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BW65S-2	14,784
I04	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BW75S-2	21,578
I05	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BMP851	38,456
K01	Asphalt Distributor: Bomag, TW250	8,816
K02	Asphalt Distributor: Bomag, TW500	11,124
N05	Asphalt Milling/Planing/Reclaiming Machine: Bomag, MPH122-2	402,468
N06	Asphalt Milling/Planing/Reclaiming Machine: Bomag, MPH362-2	299,007
N07	Asphalt Milling/Planing/Reclaiming Machine: Bomag, MPH125-2	580,475
N09	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM1000/30	401,065
N10	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM1200/30	413,276
N11	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM2000/50	555,705
N12	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM2000/60	612,182
Q06	Paver-Screed: Bomag, ProPaver 413	42,385
Q07	Paver-Screed: Bomag, ProPaver 814-R	105,889
Q08	Paver-Screed: Bomag, ProPaver 815-2	110,231
Q09	Paver-Screed: Bomag, 3313	60,476
Q10	Paver-Screed: Bomag, 4413	86,280
Q11	Paver-Screed: Bomag, 6615	138,966

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Broce

Products: Road Brooms

Contractor: R.B. Everett

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
M01	Street/Road Broom: Broce, BB250	23,312
M02	Street/Road Broom: Broce, RJ350	33,050

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Case

Products: Compaction Equipment

Contractor: Equipment Support Services

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
A38	Single Smooth Drum Vibratory Roller: Case Construction, SV208	71,829
A39	Single Smooth Drum Vibratory Roller: Case Construction, SV210	82,877
A40	Single Smooth Drum Vibratory Roller: Case Construction, SV212	94,035
A41	Single Smooth Drum Vibratory Roller: Case Construction, SV216	112,905
B76	Tandem Drum Vibratory Roller: Case Construction, DV201	32,710
B77	Tandem Drum Vibratory Roller: Case Construction, DV202	36,682
B78	Tandem Drum Vibratory Roller: Case Construction, DV204	42,310

[Back to top](#)**Cimline**

Products: Crack/Joint Filling Units and Pavement Cutters

Contractor:Cimline

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
J02	Melter-Applicator/Crack Sealer: Cimline, 60DNG	15,696
J03	Melter-Applicator/Crack Sealer: Cimline, 110D	34,880
J04	Melter-Applicator/Crack Sealer: Cimline, 150M	31,392
J05	Melter-Applicator/Crack Sealer: Cimline, 230D	39,240
J06	Melter-Applicator/Crack Sealer: Cimline, 410D	46,216
J07	Melter-Applicator/Crack Sealer: Cimline, HW30	1,650
J08	Melter-Applicator/Crack Sealer: Cimline, HW90	4,500
J09	Melter-Applicator/Crack Sealer: Cimline, HW115	6,200
R07	Miscellaneous: Cimline, PCS25 Crack Saw	7,500
R08	Miscellaneous: Cimline, RCS20 Crack Saw	6,279
R09	Miscellaneous: Cimline, PCR25 Router	8,264

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Products: Reclaimer/Stabilizers, Cold planers, Pavement Profilers

Contractor:R.B. Everett

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
N13	Asphalt Milling/Planing/Reclaiming Machine: CMI (Terex), RS350	184,548
N14	Asphalt Milling/Planing/Reclaiming Machine: CMI (Terex), RS425C	263,216
N15	Asphalt Milling/Planing/Reclaiming Machine: CMI (Terex), PR600	621,562
N16	Asphalt Milling/Planing/Reclaiming Machine: CMI (Terex), PR860	564,425

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Products: Pothole Patchers, Melter Applicators/Crack Sealers, Emulsion Tanks, Pavement Cutters, Crack Vacs, Skid Mounted Marker Placers

Contractor:Crafco

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
J10	Pothole Patchers: Crafco, Patcher I	34,504
J11	Pothole Patchers: Crafco, Patcher II	47,904
J12	Pothole Patchers: Crafco, Magnum	61,390
J13	Melter-Applicators/Crack Sealers: Crafco, EZ50	12,960
J14	Melter-Applicators/Crack Sealers: Crafco, EZ Series II 500	37,905
J15	Melter-Applicators/Crack Sealers: Crafco, EZ Series II 1000	39,406
J16	Melter-Applicators/Crack Sealers: Crafco, EZ Series II 1500	48,507
J17	Melter-Applicators/Crack Sealers: Crafco, SS60	26,275
J18	Melter-Applicators/Crack Sealers: Crafco, SS125	33,625
J19	Melter-Applicators/Crack Sealers: Crafco, SS250	41,310
O01	Emulsion Storage Tanks: Crafco, 2000	33,765
R12	Miscellaneous: Crafco, 200 Pavement Cutter	9,373
R13	Miscellaneous: Crafco, Crack-Vac Asphalt Crack Cleaner	54,700
R14	Miscellaneous: Crafco, BAX Skid-Mounted Marker Placer	21,437

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Products: Rubber Tire Pavers, Slipform Pavers, Pickup Machines, Mat Smoothness Machines

Contractor:R.B. Everett

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
Q12	Paver-Screed: Cedar Rapids (Terex): 352	191,421
Q13	Paver-Screed: Cedar Rapids (Terex): 452	209,154
Q14	Paver-Screed: Cedar Rapids (Terex): 552	239,561

Q15	Paver-Screed: CMI (Terex): SF2204	529,638
R01	Miscellaneous: Cedar Rapids (Terex): MS2 Windrow Pickup Machine	103,820
R02	Miscellaneous: Cedar Rapids (Terex): MS4 Mat Finish Asphalt Pickup Machine	202,518

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Duraco

Products: Pothole Patchers, Emulsion Storage Tanks

Contractor: Duraco

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
J20	Pothole Patcher: Duraco, Durapatcher 125DJT Trailer	58,961
J21	Pothole Patcher: Duraco, Durapatcher 125DJT Truck	71,655
J22	Pothole Patcher: Duraco, Durapatcher DuraMaxx Cab Controlled	107,000
O02	Emulsion Storage Tanks: Duraco, 3000	35,875

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Dynapak

Products: Compaction Equipment

Contractor: Dynapak

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
A07	Single Smooth Drum Vibratory Roller, : Dynapak, CA134D	52,440
A08	Single Smooth Drum Vibratory Roller, : Dynapak, CA144D	63,370
A09	Single Smooth Drum Vibratory Roller, : Dynapak, CA150D	71,760
A10	Single Smooth Drum Vibratory Roller, : Dynapak, CA152D	85,229
A11	Single Smooth Drum Vibratory Roller, : Dynapak, CA250D	90,638
A12	Single Smooth Drum Vibratory Roller, : Dynapak, CA260D	97,925
A13	Single Smooth Drum Vibratory Roller, : Dynapak, CA362D	104,549
B13	Tandem Drum Vibratory Roller: Dynapak, CC800	23,846
B14	Tandem Drum Vibratory Roller: Dynapak, CC900	25,062
B15	Tandem Drum Vibratory Roller: Dynapak, CC900G	16,449
B16	Tandem Drum Vibratory Roller: Dynapak, CC1000	25,723
B17	Tandem Drum Vibratory Roller: Dynapak, CC102	33,672
B18	Tandem Drum Vibratory Roller: Dynapak, CC122	34,224
B19	Tandem Drum Vibratory Roller: Dynapak, CC142	43,498
B20	Tandem Drum Vibratory Roller: Dynapak, CC222HF	84,235
B21	Tandem Drum Vibratory Roller: Dynapak, CC322	89,314
B22	Tandem Drum Vibratory Roller: Dynapak, CC424HF	109,958
B23	Tandem Drum Vibratory Roller: Dynapak, CC524HF	120,557
B24	Tandem Drum Vibratory Roller: Dynapak, CC624HF	134,136
B25	Tandem Drum Vibratory Roller: Dynapak, CC722	174,763
C02	Combination Roller: Dynapak, CC102C	39,523
C03	Combination Roller: Dynapak, CC122C	40,075
C04	Combination Roller: Dynapak, CC142C	49,017
D04	Static Roller: Tri Drum: Dynapak, CS142N	88,762
E05	Pneumatic Roller: Dynapak, CP142	65,577
E06	Pneumatic Roller: Dynapak, CP221	103,113
E07	Pneumatic Roller: Dynapak, CP271	115,920
F03	Portable Compactor, Rammer/Tapper: Dynapak, LT5000	3,157
F04	Portable Compactor, Rammer/Tapper: Dynapak, LT6000	3,253
F05	Portable Compactor, Rammer/Tapper: Dynapak, LT7000	3,643
F06	Portable Compactor, Rammer/Tapper: Dynapak, LT800	4,858
G05	Portable Compactor, Forward Plate: Dynapak, LF45	1,505
G06	Portable Compactor, Forward Plate: Dynapak, LF62	1,699
G07	Portable Compactor, Forward Plate: Dynapak, LF70	2,105
G08	Portable Compactor, Forward Plate: Dynapak, LF72	1,732
G09	Portable Compactor, Forward Plate: Dynapak, LF82	1,764
G10	Portable Compactor, Forward Plate: Dynapak, LF90	2,185
G11	Portable Compactor, Forward Plate: Dynapak, LF3820	2,153
G12	Portable Compactor, Forward Plate: Dynapak, LF15	2,153
G13	Portable Compactor, Forward Plate: Dynapak, LF140	2,914
G14	Portable Compactor, Forward Plate: Dynapak, LX90	2,428
H07	Portable Compactor, Forward-Reverse Plate: Dynapak, LG160	5,668
H08	Portable Compactor, Forward-Reverse Plate: Dynapak, LG200	6,964

H09	Portable Compactor, Forward-Reverse Plate: Dynapac, LG300	10,750
H10	Portable Compactor, Forward-Reverse Plate: Dynapac, LG300HZELC	13,900
H11	Portable Compactor, Forward-Reverse Plate: Dynapac, LG500HZSE	16,100
H12	Portable Compactor, Forward-Reverse Plate: Dynapac, LG700HZELC	23,326
H13	Portable Compactor, Forward-Reverse Plate: Dynapac, LG800HZSE	25,108
I06	Portable Compactor, Vibratory Drum & Trench Rollers: Dynapac, LP750	18,628
I07	Portable Compactor, Vibratory Drum & Trench Rollers: Dynapac, LP6500	17,494
I08	Portable Compactor, Vibratory Drum & Trench Rollers: Dynapac, LP8500	39,760

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Etnyre

Products: Chip Spreaders, Emulsion Storage Tanks
 Contractor:R.B. Everett

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
L01	Chip Spreader: Etnyre, ChipSpreader	125,302
O03	Emulsion Storage Tanks: Etnyre, 7000	46,859

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EZ-Liner

Products: Stencil Unit and various types of Stripers; palletized pick-up, flatbed, truck mounted, walk behind,self propelled
 Contractor:EZ- Liner

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
P05	Striping Machine: EZ-Liner, AL110	17,000
P06	Striping Machine: EZ-Liner, AL120	34,500
P07	Striping Machine: EZ-Liner, AL240	164,450
P08	Striping Machine: EZ-Liner, AL500	200,775
P09	Striping Machine: EZ-Liner, 583	2,349
P10	Striping Machine: EZ-Liner, 588S	4,699
P11	Striping Machine: EZ-Liner, Belgian	14,775
P12	Striping Machine: EZ-Liner, Self-Propelled Ride-On	60,375

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Gomaco

Products: Concrete Pavers
 Contractor:Closter Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
Q20	Concrete Paver: Gomaco, 3200	144,500
Q21	Concrete Paver: Gomaco, 3600	176,000
Q22	Concrete Paver: Gomaco, Commander III	233,000

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Hamm

Products: Compaction Equipment
 Contractor:Wirtgen America

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
A14	Single Smooth Drum Vibratory Roller, : Hamm, 3205	65,960
A15	Single Smooth Drum Vibratory Roller, : Hamm, 3307	81,065
A16	Single Smooth Drum Vibratory Roller, : Hamm, 3412	108,800
A17	Single Smooth Drum Vibratory Roller, : Hamm, 3520	159,375
B26	Tandem Drum Vibratory Roller: Hamm, HD10	35,530
B27	Tandem Drum Vibratory Roller: Hamm, HD12	36,890
B28	Tandem Drum Vibratory Roller: Hamm, HD13	50,660
B29	Tandem Drum Vibratory Roller: Hamm, HD70HV	96,475
B30	Tandem Drum Vibratory Roller: Hamm, HD90HV	106,250
B31	Tandem Drum Vibratory Roller: Hamm, HD110HV	113,900

B32	Tandem Drum Vibratory Roller: Hamm, HD110VHV	117,300
B33	Tandem Drum Vibratory Roller: Hamm, HD120HV	126,650
B34	Tandem Drum Vibratory Roller: Hamm, HD130HV	143,650
B35	Tandem Drum Vibratory Roller: Hamm, HD090V	124,950
C06	Combination Roller: Hamm, HD12K	38,250
C07	Combination Roller: Hamm, HD13K	49,470
C08	Combination Roller: Hamm, HD70K	98,345
C09	Combination Roller: Hamm, HD75K	107,950
C10	Combination Roller: Hamm, HD90K	114,920
C11	Combination Roller: Hamm, HD110K	117,895
D09	Static Roller: Tandem Drum: Hamm, HW90B	91,545
E11	Pneumatic Roller: Hamm, GRW15	102,000

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Hypac

Products: Compaction Equipment
 Contractor: Anderson Machinery

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
A18	Single Smooth Drum Vibratory Roller, : Hypac, C815C	57,482
A19	Single Smooth Drum Vibratory Roller, : Hypac, C820C	78,549
A20	Single Smooth Drum Vibratory Roller, : Hypac, C830C	104,318
A21	Single Smooth Drum Vibratory Roller, : Hypac, C840D	115,729
B36	Tandem Drum Vibratory Roller: Hypac, C747B	40,771
B37	Tandem Drum Vibratory Roller: Hypac, 754B	67,074
B38	Tandem Drum Vibratory Roller: Hypac, C766C	141,953
B39	Tandem Drum Vibratory Roller: Hypac, C778B	146,547
B40	Tandem Drum Vibratory Roller: Hypac, C784	193,495
D10	Static Roller: Tandem Drum: Hypac, C330B	52,774
D11	Static Roller: Tandem Drum: Hypac, C340C	77,423
D12	Static Roller: Tandem Drum: Hypac, C350D	88,977
E12	Pneumatic Roller: Hypac, C530AH	76,041
E13	Pneumatic Roller: Hypac, C550H	131,296
E14	Pneumatic Roller: Hypac, C560H	136,973

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Ingersoll-Rand

Products: Utility Compaction Equipment
 Contractor: Volvo Construction

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
F07	Portable Compactor, Rammer/Tapper: Ingersoll-Rand, RX264H	2,327
F08	Portable Compactor, Rammer/Tapper: Ingersoll-Rand, RX654H	2,445
F09	Portable Compactor, Rammer/Tapper: Ingersoll-Rand, RX304H	2,704
F10	Portable Compactor, Rammer/Tapper: Ingersoll-Rand, RX344H	2,945
G15	Portable Compactor, Forward Plate: Ingersoll-Rand, BX6WH	1,447
G16	Portable Compactor, Forward Plate: Ingersoll-Rand, BX60WH	1,684
G17	Portable Compactor, Forward Plate: Ingersoll-Rand, BX8WH	1,662
G18	Portable Compactor, Forward Plate: Ingersoll-Rand, BX80WH	1,921
G19	Portable Compactor, Forward Plate: Ingersoll-Rand, BX12WH	2,091
G20	Portable Compactor, Forward Plate: Ingersoll-Rand, BX120WH	2,571
G21	Portable Compactor, Forward Plate: Ingersoll-Rand, VP8RH	2,807
H14	Portable Compactor, Forward-Reverse Plate: Ingersoll-Rand, BXR60H	2,380
H15	Portable Compactor, Forward-Reverse Plate: Ingersoll-Rand, BXR100H	5,447
H16	Portable Compactor, Forward-Reverse Plate: Ingersoll-Rand, BXR200H	6,786
H17	Portable Compactor, Forward-Reverse Plate: Ingersoll-Rand, BXR300E	9,486
I09	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, SX170H	5,966
I10	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, DX500E	10,212
I11	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, DX600E	12,405
I12	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, DX600H	11,245
I13	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, DX700E	13,727
I14	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, DX700H	12,405

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LeeBoy

Products: Compaction Equipment, Concrete Pavers
 Contractor:Hi-Way Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
B61	Tandem Drum, Vibratory Roller: LeeBoy, 400	36,256
E17	Pneumatic Roller: LeeBoy, 420	39,525
K07	Asphalt Distributor: LeeBoy, L150T	8,975
K08	Asphalt Distributor: LeeBoy, L250T	10,320
K09	Asphalt Distributor: LeeBoy, L500T	12,250
Q31	Paver-Screed: LeeBoy, 1000F	56,120
Q32	Paver-Screed: LeeBoy, 5000	74,975
Q33	Paver-Screed: LeeBoy, 7000	76,750
Q34	Paver-Screed: LeeBoy, 8515	125,775
Q35	Paver-Screed: LeeBoy, 8816	200,010
R18	Miscellaneous: LeeBoy, 3000 Force Feed Loader	152,250
R19	Miscellaneous: LeeBoy, 1200S Multi-Purpose Asphalt Maintenance Patcher	97,775

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Lincoln Paving

Products: Asphalt Pickup Machines
 Contractor:Closner Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
R20	Miscellaneous: Lincoln Paving, 660SXL Windrow Asphalt Pickup Machine	96,900
R21	Miscellaneous: Lincoln Paving, 550XL Windrow Asphalt Pickup Machine	89,000
R22	Miscellaneous: Lincoln Paving, 770SXL Windrow Asphalt Pickup Machine	112,900

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Mauldin

Products: Compaction Equipment, Concrete Pavers
 Contractors:Closner Equipment
 Anderson Machinery (K12,K13,K14,K15 only)

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
B62	Tandem Drum, Vibratory Roller: Mauldin, 1450	9,825
B63	Tandem Drum, Vibratory Roller: Mauldin, 3000	10,690
B64	Tandem Drum, Vibratory Roller: Mauldin, 4000	11,580
D15	Static Roller: Tandem Drum: Mauldin, 1450S	9,270
K10	Asphalt Distributor: Mauldin, MT250	10,930
K11	Asphalt Distributor: Mauldin, MT500	14,790
K12	Asphalt Distributor: Mauldin, PS-1000	70,952
K13	Asphalt Distributor: Mauldin, PS-2000	74,676
K14	Asphalt Distributor: Mauldin, PS-3000	84,868
K15	Asphalt Distributor: Mauldin, PSMT-1000	39,200
Q36	Paver-Screed: Mauldin, 550E	39,240
Q37	Paver-Screed: Mauldin, 690F	52,940
Q38	Paver-Screed: Mauldin, 1500-C	70,125
Q39	Paver-Screed: Mauldin, 1750C	94,415
R23	Miscellaneous: Mauldin, M406XT Maintainer	59,900
R24	Miscellaneous: Mauldin, M413XT Maintainer	87,750

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M-B Companies

Products: Stencil Units, various types of Stripers(palletized pick-up, flatbed, truck mounted, walk behind,self propelled), Broom Attachments, Pre-Melters, Thermoplastic Equipment Trailers
 Contractor:M-B Companies

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
P13	Striping Machine: M-B Companies, 155	51,952

P14	Striping Machine: M-B Companies, 260CL	81,616
P15	Striping Machine: M-B Companies, 245	116,033
P16	Striping Machine: M-B Companies, 260	240,726
P17	Striping Machine: M-B Companies, 320	50,700
P18	Striping Machine: M-B Companies, 500	193,734
P19	Striping Machine: M-B Companies, 3000	302,034
P20	Striping Machine: M-B Companies, 5-10A	10,911
P21	Striping Machine: M-B Companies, 5-12A	11,630
P24	Striping Machine: M-B Companies, Apollo II Thermoplastic	9,135
P25	Striping Machine: M-B Companies, 1003T Thermoplastic Self Propelled Ride On Applicator	163,415
P26	Striping Machine: M-B Companies, 1004T Thermoplastic Stenciling Palletized Spray	100,840
R25	Miscellaneous: M-B Companies, HL Wheeled Loader Attachment Broom	4,043
R26	Miscellaneous: M-B Companies, TK-H Wheeled Loader Attachment Broom	7,308
R27	Miscellaneous: M-B Companies, 53T Tow-Behind Road Broom	15,793
R28	Miscellaneous: M-B Companies, 53MH Tow-Behind Road Broom	15,603
R29	Miscellaneous: M-B Comp., MCD-WB Walk-Behind Self-Propelled Broom	3,197
R32	Miscellaneous: M-B Companies, Vulcan Kettle Thermoplastic Melting Kettle	27,795
R33	Miscellaneous: M-B Companies, Mercury Trailer System Thermoplastic Melting System	43,751
R34	Miscellaneous: M-B Companies, Thermokit Trailer System Thermoplastic Melting System	32,933

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Pavement Services

Products: Asphalt Distributors
 Contractor: Anderson Machinery

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
K16	Asphalt Distributor: Pavement Services, Inc.(A Mauldin Company), PS1000	70,952
K17	Asphalt Distributor: Pavement Services, Inc.(A Mauldin Company), PS2000	74,676
K18	Asphalt Distributor: Pavement Services, Inc.(A Mauldin Company), PS3500	84,868

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Rosco

Products: Compaction Equipment, Pothole Patchers, Asphalt Distributors, Chip Spreaders, Road Brooms
 Contractor: Closer Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
E19	Pneumatic Roller: Rosco, 915	62,900
J37	Pothole Patcher: Rosco, RA2000	55,000
J38	Pothole Patcher: Rosco, RA300	81,500
K20	Asphalt Distributor: Rosco, Maximizer 2	57,900
K21	Asphalt Distributor: Rosco, Maximizer 3	62,900
K22	Asphalt Distributor: Rosco, RMT1000	46,900
L02	Chip Spreader: Rosco, SPRH	102,000
M03	Street/Road Broom: Rosco, RB48	40,013
M04	Street/Road Broom: Rosco, SweepPro	40,885
M05	Street/Road Broom: Rosco, Challenger III	51,595

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Schwarze

Products: Pothole Patchers
 Contractor: Schwarze Industries

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
J39	Pothole Patcher: Schwarze, SP550	42,427
J40	Pothole Patcher: Schwarze, SP10	42,427
J41	Pothole Patcher: Schwarze, RoadPatcher	150,512
J42	Pothole Patcher: Schwarze, RB	85,290

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Superior Broom

Products: Road Brooms
 Contractor:SB Manufacturing

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
M06	Street/Road Broom: Superior Broom, DT80J	30,245

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Vogele

Products: Concrete Pavers
 Contractor:Wirtgen America

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
Q40	Paver-Screed: Vogele, 760WB	118,885
Q41	Paver-Screed: Vogele, 880WB	271,902
Q42	Paver-Screed: Vogele, 1110WB	334,492

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Volvo

Products: Compaction Equipment, Concrete Pavers
 Contractor: ROMCO; Golden Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
A22	Single Drum Vibratory Roller, Pneumatic Tires, Volvo Construction, CR24	43,586
A23	Single Drum Vibratory Roller, Pneumatic Tires, Volvo Construction, CR30	53,379
A24	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD25D	42,704
A25	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD45D	59,755
A26	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD70D	73,925
A27	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD100D	101,886
A29	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD116D	112,507
A30	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD160D	159,751
A31	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD200D	180,185
B41	Tandem Drum Vibratory Roller: Volvo Construction, DD14S	25,325
B42	Tandem Drum Vibratory Roller: Volvo Construction, DD16	28,744
B43	Tandem Drum Vibratory Roller: Volvo Construction, DD22	31,295
B44	Tandem Drum Vibratory Roller: Volvo Construction, DD24	32,355
B45	Tandem Drum Vibratory Roller: Volvo Construction, DD29	37,194
B46	Tandem Drum Vibratory Roller: Volvo Construction, DD31HF	40,912
B47	Tandem Drum Vibratory Roller: Volvo Construction, DD38HF	49,965
B48	Tandem Drum Vibratory Roller: Volvo Construction, DD70	96,099
B49	Tandem Drum Vibratory Roller: Volvo Construction, DD70HF	100,762
B50	Tandem Drum Vibratory Roller: Volvo Construction, DD90	109,699
B51	Tandem Drum Vibratory Roller: Volvo Construction, DD90HF	117,303
B52	Tandem Drum Vibratory Roller: Volvo Construction, DD112HF	126,631
B54	Tandem Drum Vibratory Roller: Volvo Construction, DD118HF	136,410
B55	Tandem Drum Vibratory Roller: Volvo Construction, DD132HF	143,495
B57	Tandem Drum Vibratory Roller: Volvo Construction, DD138HF	162,532
E15	Pneumatic Roller: Volvo Construction, PT125R	63,671
Q23	Paver-Screed: Volvo Construction: PF150	118,765
Q24	Paver-Screed: Volvo Construction: PF161	164,694
Q25	Paver-Screed: Volvo Construction: PF2181	178,523
Q26	Paver-Screed: Volvo Construction: PF3172	191,360
Q27	Paver-Screed: Volvo Construction: PF6160	222,239
Q28	Paver-Screed: Volvo Construction: PF4410	204,651
Q29	Paver-Screed: Volvo Construction: PF6110	242,829

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Wacker

Products: Compaction Equipment
 Contractor:Hi-Way Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
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F12	Portable Compactor, Rammer/Tapper: Wacker, BS50	4,120
F13	Portable Compactor, Rammer/Tapper: Wacker, BS60	4,520
F14	Portable Compactor, Rammer/Tapper: Wacker, BS70	4,690
G27	Portable Compactor, Forward Plate: Wacker, WP1540AW	3,260
G28	Portable Compactor, Forward Plate: Wacker, VP2050Y	4,465
H24	Portable Compactor, Forward-Reverse Plate: Wacker, BPU2540A	5,225
H25	Portable Compactor, Forward-Reverse Plate: Wacker, BPU3050A	6,390
H26	Portable Compactor, Forward-Reverse Plate: Wacker, BPU3545A	9,175
H27	Portable Compactor, Forward-Reverse Plate: Wacker, DPU4045Y	11,875
H28	Portable Compactor, Forward-Reverse Plate: Wacker, BPU5045A	13,350
H29	Portable Compactor, Forward-Reverse Plate: Wacker, DPU6055	16,150
I16	Portable Compactor, Vibratory Drum & Trench Rollers: Wacker, RS800A	11,995
I17	Portable Compactor, Vibratory Drum & Trench Rollers: Wacker, RD7H	15,365
I18	Portable Compactor, Vibratory Drum & Trench Rollers: Wacker, RT56SC	34,035
I19	Portable Compactor, Vibratory Drum & Trench Rollers: Wacker, RT82SC	34,460

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Wirtgen

Products: Cold Milling Machines, Recyclers

Contractor:Wirtgen America

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
N19	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W50	118,255
N20	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W50DC	173,695
N26	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W1900	423,957
N27	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W2000	486,919
N28	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W2100	521,077
N29	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W2200	620,918
N30	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, 2500	545,133

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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:



BIDS



PROPOSALS

INVITATION NO.: **SM 10-08**

ISSUE DATE: **May 28, 2008**

CATEGORY: **STREET MAINTENANCE EQUIPMENT**

PURPOSE OF THIS INVITATION

The Houston-Galveston Area Council of Governments (**H-GAC**), is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 1,600 local governments, districts, state agencies and authorities participating in the **H-GAC** Cooperative Purchasing Program.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms and conditions of this Invitation including any attachments, exhibits, schedules, **H-GAC FORMS**, specifications, drawings, and/or other requirements as may be incorporated by reference herein. Responses are scheduled to be publicly opened at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day. Review on subsequent days will be by appointment only. Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Mar 27, 2008
PRE-BID/PROPOSAL CONFERENCE:	Apr 29, 2008 @ 9:00 a.m. CT; Conference Room C
FINAL SPECIFICATION / INVITATION:	May 28, 2008
BID/PROPOSAL RESPONSES DUE:	Jun 26, 2008 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Jun 26, 2008 @ 2:00 p.m. CT
RECOMMENDATIONS TO BOARD:	Aug 19, 2008
CONTRACT START DATE & TERM:	Oct 1, 2008 thru Sep 30, 2010
The documents comprising this Invitation are available via:	
<input checked="" type="checkbox"/> - E-mail <input checked="" type="checkbox"/> - Web Download @ https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Brian Denzel Phone: 832-681-2554 E-mail: bdenzel@h-gac.com	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **H-GAC FORMS** (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to all State of Texas requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

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

H-GAC Cooperative Purchasing
Sealed Bid/Proposal No. SM10-08
DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE TO MANUFACTURERS

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

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

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



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. SM10-08
DESCRIPTION: Street Maintenance Equipment

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

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

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

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

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

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

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

3. NON-BINDING ORAL COMMENTS

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

4. STRUCTURE OF RESPONSE

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

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

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

B. Multiple Respondents Acting Jointly:

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

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

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

C. Manufacturer Bid Including Dealer Network By Reference:

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

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

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

5. BASIC REQUIREMENTS & CONDITIONS

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

received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

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

7. SURETY FOR INSURANCE AND BONDING

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

8. CONFIDENTIAL / PROPRIETARY MATERIALS

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

9. REFERENCES

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

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:
 - **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
 - **Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.
 - **Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

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

11. BID/PROPOSAL BOND

- a. Unless indicated as "N/A" (Not Applicable) on **Form C**, a single Bid/Proposal Bond in the amount of **\$3,000.00** MUST be submitted with the Response. A percentage type bond is not acceptable. Any response submitted without the required Bid/Proposal Bond shall be automatically disqualified.
- b. Any actual Bid/Proposal Bond document shall be from **Offeror**, not an agent.
- c. In no event may **Offeror** issue and sign its own bid/proposal bond, nor will a bond be acceptable from a bonding company in which any employee of **Offeror** has a financial interest.
- d. The Bid/Proposal Bond may be in the form of: (1) A Bond executed by a Surety Company duly licensed / chartered in Texas and accompanied by a duly authenticated power-of-attorney, **OR** (2) A Certified or Cashier's Check drawn upon a chartered state or national bank or trust company or, **OR** (3) a Certificate of Deposit from such bank or trust company.
- e. All such checks and certificates of deposit shall be drawn payable to the order of the Houston-Galveston Area Council. **H-GAC** will deposit checks/certificates to its account within 24 hours.
- f. **H-GAC** may authenticate and confirm bonds with bonding sources at its discretion.
- g. Bid/Proposal Bond monies will be returned UPON WRITTEN REQUEST provided at least 30 days have passed since the date of record for contract awards, and in the case of successful offerors/contract awardees, only after all executed contract and other required documents have been received by **H-GAC**. Return requests must be submitted on **Offeror's** letterhead and mailed or faxed to the attention of the Coordinator Contracts & Documents at **H-GAC**.

12. OFFEROR CERTIFICATIONS

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

Non-Collusive Response

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

Non-Biased Specifications

- d. 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

- e. 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**.

- f. 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

- g. **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.
- h. **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.
- i. **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.
- j. 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

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

Licensing & Permits

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

13. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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

14. NON-RESIDENT RECIPROCAL SALES ACT

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

15. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

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

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

16. INTENT AND SCOPE OF SPECIFICATIONS

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

17. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

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

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

18. PRODUCT CODES

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

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option upgrade/downgrade to ABC using the appropriate *FORM*.
- 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. However in no event shall an upgrade or downgrade option be allowed which would in essence move an item from one Product Code to another. The “upgraded” or “downgraded” item should be offered as a Base Product Item using the appropriate Product Code.
- c. The Product Codes applicable to this Invitation are included in the Section B. **Offeror** shall complete a single line on the appropriate bid *FORM* for each base item offering, using the appropriate Product Code for each. A single *FORM* should be used showing each offering on a separate line.
- d. Selection of Product Codes for which to submit an offering are at **Offeror**'s discretion.

19. SPECIFIC DESCRIPTIVE REFERENCES

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

20. MANUALS

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

21. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

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

Options - General

- d. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- e. 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.
- f. 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

- g. 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. 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

- h. "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.
- i. **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

- j. **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.

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

22. WARRANTIES, SALES & SERVICE

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

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard, but in no event for a period of less than one year, 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 warranty, and shall not be a substitute. **Offeror's** base price for any Product shall be inclusive of the warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- f. Warranties need not apply to:
 - Normal maintenance service or adjustments, or
 - Any Product reasonably shown to have been repaired or altered in any way so as to affect its stability, or which has been subject to misuse, negligence, or accident.
- g. **Offeror** is encouraged to offer extended warranties as an option.
- h. Warranties submitted with the Response, so long as they meet the minimum requirements set forth herein, shall be in lieu of all other warranties expressed or implied, all other representations to **H-GAC** and/or the **End User** Agency, and all other obligations or liabilities including liability for incidental or consequential damage on the part of **Offeror**. Neither **H-GAC** nor **End User** assume any warranty or liability on **Offeror's** behalf unless made or assumed in writing, initiated by **Offeror**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- i. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

23. H-GAC ORDER PROCESSING CHARGE

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

24. PRE-PAYMENTS AND DISCOUNTS

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

25. INSPECTION / TESTING

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

26. PRODUCT DELIVERY

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

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

27. OFFERED PRODUCT ITEM VARIANCES

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

28. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

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

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

- g. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- h. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- i. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- j. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- k. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- l. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- m. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant. **NOTE** – Items in the Fourth Section should be supplied **ONLY** in the Original.

First Section:

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

Second Section:

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

Third Section:

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

Fourth Section:

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

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

29. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

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

30. INCONSISTENT INFORMATION

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

31. REJECTION OF RESPONSES

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

32. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing and on **Offeror's** formal letterhead. Persons bearing such requests must show positive

identification and authorization to submit the request. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted, but **Offeror's** Bid/Proposal Bond will be subject to forfeiture.

33. RESPONSE EVALUATION

For Bid Responses:

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

For Proposal Responses:

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

34. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

35. AWARD OF CONTRACT

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

36. PRO-FORMA CONTRACT

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

37. CONTRACT TERM

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

38. PERFORMANCE & PAYMENT BOND

Except in the case of Fire Apparatus, **H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (P&PB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a P&PB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End**

User for provision of any requested P&PB, and agrees to furnish the P&PB within ten business (10) days of receipt of End User's purchase order.

39. CHANGE ORDERS

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

40. DUPLICATION OF TERMS OR STATEMENTS

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

41. PUBLICITY

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

42. TAXES

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

43. DRUG FREE WORKPLACE

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

44. PRODUCT NOTICES & MAILINGS

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

45. HANDLING OF ORDERS & PAYMENTS

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

- a. For any particular procurement to be made under the provisions of an H-GAC contract, End User and Contractor will discuss requirements and agree as to what will be provided.
- b. Contractor will prepare a Contract Pricing Worksheet and provide it to End User. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. End User will send a purchase document to Contractor, which Contractor will fax H-GAC together with the Contract Pricing Worksheet. **NOTE: Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor's H-GAC contract, except for pricing discounts.**
- d. H-GAC will prepare an "Order Confirmation" and transmit it to End User and to Contractor. The Order Confirmation verifies that Contractor has a valid H-GAC contract and that the order is in compliance with the requirements of the H-GAC Cooperative Purchasing Program. Contractor will not ship any goods before receipt of both End User's purchase document and H-GAC's Order Confirmation.

- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor**, **EXCEPT in the case of motor vehicles**. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.
- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

46. PRICE CHANGES

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

47. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

48. FORCE MAJEURE

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

49. PERFORMANCE UNDER CONTRACT

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

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** when requested a Contract Pricing Worksheet or a quotation in other format as approved by **H-GAC**, and in any event 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:
 1. **End User** name
 2. Product/Service purchased, including Product Code if applicable
 3. End User Purchase Order Number

4. Purchase Order Date
5. Product/Service dollar amount
6. **HGACBuy** Order Processing Charge amount

Reports must be provided to **H-GAC** in an excel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported. If **Contractor** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

50. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

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

Information Items

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

Functions

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

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

51. CONTRACTOR ORIENTATION/TRAINING

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

52. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

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

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

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

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation

will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

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

Appeals

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

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

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

RESOLUTION OF CONTRACT DISPUTES

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

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

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

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

53. OUT OF STATE SALES OPPORTUNITIES

The **H-GAC** Cooperative Purchasing Program was established to provide purchasing services to local governments in the State of Texas. In addition, Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for **H-GAC** to provide purchasing services to local governments in other states as well. With that authority, **H-GAC** wishes to make contracted products and/or services available to out of state local governments, state agencies and non-profit agencies whenever practicable. Therefore, once a contract is awarded, **Contractor** is strongly encouraged to expand the scope of its marketing effort to include sales to **End Users** outside the state of Texas, but subject to the following:

- a. **Contractor** may sell through **H-GAC** out of state. If the market structure in which **Contractor** operates requires a contract assignment for such out of state sales, **H-GAC** will allow **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- b. **Contractor's** differential cost items (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to sales in other states may be recovered or refunded thru the use of Published or Unpublished Options (See Section titled "Published And Unpublished Options"). However any such items charged must be substantiated with documentation satisfactory to **H-GAC**.

<p>End of Section A GENERAL TERMS & CONDITIONS</p>
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Section B - Product Specific Section For SM10-08: Street Maintenance Equipment

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1.0 PURPOSE AND SCOPE

In order to address the potential street maintenance machinery needs of our Cooperative Purchasing Program local government Members, **HGACBuy** has established this specification. It describes minimum configuration and performance standards on various categories of equipment, for highway/road construction and maintenance, site preparation, et cetera. Items may be priced by manufacturers or distributors. Awarded and contracted items will open to **HGACBuy** Members for purchase. Successful bidders who are awarded contracts pursuant to this invitation will be able to sell awarded Base Unit machines, as well as quoted accessory options and configuration/model upgrades/downgrades to any **HGACBuy** end users during the term of the contract. The contract period shall cover a **twenty-four (24) month** period, commencing on or about **October 1, 2008**. As described earlier in this specification (Section A, Terms & Conditions), price changes may be allowed during the course of this eventual contract, per the guidelines described.

Equipment included in this invitation is divided into nineteen categories, as follows:

- A: Compactors: Vibratory Rollers, Single Drum
- B: Compactors: Vibratory Rollers, Tandem Drum
- C: Compactors: Vibratory Rollers, Combination Style
- D: Compactors: Static Rollers, Tandem Drum
- E: Compactors: Pneumatic Rollers

F: Portable Compactors: Rammers/Tampers
G: Portable Compactors: Forward Plate
H: Portable Compactors: Forward/Reverse Plate
I: Portable Compactors: Vibratory Drum
J: Pothole Patchers and Melter-Applicator/Crack Sealers
K: Asphalt Distributors
L: Chip Spreaders
M: Road Brooms
N: Cold Milling / Planing / Reclaiming / Recycling Machines
O: Emulsion Storage Tanks
P: Striping Machines
Q: Asphalt Pavers-Screeds, Slurry/Microsurfacing Pavers
R: Miscellaneous
S: Snow Removal Equipment

2.0 DEFINITIONS AND ABBREVIATIONS

Base Unit: The basic machine, as described in this document's base unit/product code descriptions and priced by bidder on **Form D**. Unless otherwise specified, the manufacturer's standard configuration and compliment of accessories shall prevail for each given model.

Catalogue: Either a printed manufacturer's catalog, with models and accessories listed and indexed by model numbers/codes, with retail/list pricing; or, an internal manufacturer-to-distributor/dealer retail price list, listing models and accessories and their respective manufacture item number/codes, with retail/list pricing.

Centrifugal force, max: The outward force on a body moving in a curved path around another body. On rollers, force is per drum.

Gradeability, max: Ability for traveling a given distance at gradient, uphill or downhill, expressed as a percentage of degree of pitch over distance. For the purpose of this specification, this is the maximum rating in an unballasted, non-vibratory mode.

Horsepower: SAE net.

Max Ballast: Maximum weight when utilizing ballast tanks (may be water, sand, or composite, per manufacturer)

Members: Local government agencies (cities, counties, schools, police and fire departments, et cetera) participating in Houston-Galveston Area Council's Cooperative Purchasing program, purchasing equipment and services through **HGACBuy** from contracted manufacturers or distributors.

Operating weight: Maximum operating weight. Total, approximate weight of front and rear static weights, minimum half tank of fuel, and driver (weight allowance varies by manufacturer). Unless noted otherwise, on machines with water / water and sand ballast compartment equipped machines, weight is without added ballast material.

Screed: For the purposes of this specification, a device towed or incorporated into a paver tractor that is used to strike off, compact, contour, and smooth paving material.

Travel Speed: General travel capability in a loaded condition.

3.0 GENERAL REQUIREMENTS

- 3.1 Necessary safety decals shall be furnished and affixed at the operator's station and at any hazardous area, and shall include necessary warnings and precautions.
- 3.2 All equipment shall carry the manufacturer's standard warranty and shall be guaranteed for a minimum of one year against defects in materials, workmanship and performance. The warranty shall begin on the date of acceptance by the end user, during which, the vendor shall replace or repair defective machines or components, at no expense to **HGACBuy** Members.
- 3.3 The equipment provided shall meet or exceed all federal and Texas state safety, health, and noise regulations in effect and applicable to equipment furnished at the time of manufacturer.
- 3.4 Bidder shall include specifications, brochures, warranty information, and any other relevant product information with their bid package.
- 3.5 All parts necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
- 3.6 The unit shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation.

4.0 BID RESPONSE REQUIREMENTS

- 4.1 Dealers submitting responses must be authorized, under written franchise agreement with the manufacturer, to sell and service, including warranty work, any product offered hereunder.
- 4.2 Offerors **MUST** submit the **Service Organization** document required by Section A, Sub-section 28.g. Further, the Service Organization document must include a detailed description of the geographic area in which Offeror is authorized to sell and service any equipment bid.
- 4.3 By submission of a response, Offeror agrees to assign any **HGACBuy** contract to an authorized dealer if required to effectively satisfy and service a Member outside Offeror's authorized territory.
- 4.4 **HGACBuy** will assess contractors an Order Processing Charge of 1.5% of the order amount on all orders placed by Members under any contract executed pursuant to this procurement. Offerors are responsible for taking this into account in determining bid pricing.

5.0 ALTERNATIVE RESPONSE STRUCTURE

Further to Section A, Subsection 4, the following alternative response structure is acceptable.

As part of the Response hereto, **Offeror**, if a manufacturer, may list **Authorized Dealers** who will participate in any subsequently executed **HGACBuy** contract. This means that those listed **Dealers** will be authorized to provide **HGACBuy** contract price quotes, and receive purchase orders and payments from **HGACBuy** participants. The listing should include:

- Dealer Name
- Tax ID Number
- Contact Person Name (for servicing customers)
- Contact Address
- Contact Phone
- Contact Fax
- Contact Email
- Dealer Geographic Area Covered

Thereafter, **Contractor** shall keep the **Dealers'** list current by notifying **HGACBuy** in writing when dealers are added or dropped. **Contractor** shall further agree that only products specifically covered by the **HGACBuy** contract will be sold to **HGACBuy** participants. Any changes to pricing and products offered through the contract will be handled by the **Contractor** according to the terms and conditions of the original contract.

Contractor shall work with **HGACBuy** to insure that all **Dealers** are given copies of this Invitation, the Response and the Contract, and to insure that involved **Dealer** personnel are thoroughly briefed on the procedures applicable **HGACBuy** business. **Dealers** agree to be bound by the terms and conditions of this Invitation and the Contract. **Contractor** agrees to maintain a single point of contact for liaison with Members.

Contractor shall:

- Provide monthly reports to **HGACBuy**, within an agreed number of calendar days after the end of the reporting month, including details of all **HGACBuy** sales made by the **Dealers** for the month.
- Remit the 1.5% Order Processing Charge with the report.

Remain liable under the contract for the performance of any **Dealer**

6.0 OPTIONS/PARTS/ACCESSORIES

For each model priced on **Form D**, bidder shall include a **comprehensive** priced list of components, and as applicable, model option upgrades. Bidders shall reference the applicable **HGACBuy** base unit product codes when pricing options. **Bidder should price model option upgrades on Form E, at the differential ("adder") price between the base unit machinery (Form D line item) and the upgrade model's HGACBuy price** (for example, if a base unit line item is priced on **Form D** @ \$20,000, and the next model size/performance model for that particular series has an **HGACBuy** price of \$25,000, then Bidder shall list the upgrade as \$5,000 on **Form E**). Additionally, Bidder's options pricing shall include a reference to the manufacturer and/or dealer option code numbers. Failure to submit a thorough collection of priced option applicable to each model bid may result in bid being designated as non-compliant. Bidder shall include in the listing of options any available alternative fuel

equipment offered by manufacturer or distributor. **Catalogue Pricing:** Bidder may include, on **Form E**, the name of a specific catalogue containing additional options and models pertaining to base items bid on **Form D**. A discount percentage from List Price should be included in the pricing column on **Form E**. The catalogue should be included with bidder's response, in electronic or hard copy.

7.0 PRODUCT CODES

Each base Product item covered by this Invitation is already listed on **Form D**, and is identified by a unique **HGACBuy** three (3) character alphanumeric Product Code. Bidder shall decide which line items to bid and shall fill in a bid price in the appropriate cell on **Form D**. The base price will determine the final price for each item. It is this bid price that will be used in the bid evaluations to determine contract awards.

The three-character alpha code shall have the following components:

1st character: Designates the broad machinery category (e.g. "A: Compactors, Vibratory Rollers, Single Drum").

2nd and 3rd characters: Comprise a unique identifier for a particular Manufacturer and model.

HGACBuy's Form D is pre-formatted. Bidders shall use the product codes and model descriptions that have been pre-listed on **Form D** by **HGACBuy**. Deviations in model names or exceptions to base unit configuration requirements shall be noted on **Form H**.

8.0 TRAINING AND SUPPORT

With the purchase of each machine or accessories under this Invitations' eventual contract, vendors shall provide **HGACBuy** Members with adequate training, which, at the very least, shall be comprised of comprehensive owner's manual(s), covering operation and safety (the price of these items shall be included in the base system price). Additionally, **HGACBuy** Members must have an ongoing opportunity for communication with an engineer, sales engineer, or qualified technician.

9.0 COMMERCIAL CHASSIS DESIGNS

For all commercial truck-mounted machinery designs bidder shall price the base unit on **Form D**. Pricing should be for the body only, on a customer supplied chassis including all installation costs, ready to operate without additional fitting or preparation, with an installation cost-deduct included on Form E. Bidders who contract with **HGACBuy** will accommodate those truck dealers who participate on **HGACBuy's** Car & Light Truck and Medium & Heavy Truck contracts, who may supply the customer furnished cab/chassis under separate purchase order.

Truck mounted designs that can only be sold as a completed cab-chassis and body combination (e.g. manufacturer furnished cab-chassis) must include the following:

- A "Form A" from each participating bidder/dealer of each brand of commercial chassis being offered
- A copy of each participating bidder/dealer's TXMVD dealer license specifying the make(s) of chassis for which they are a dealer
- Attached cab-chassis list with description and pricing

A: Compactors: Vibratory Rollers, Single Drum

These units shall be steel drum and tire combinations, with the drum serving a compaction role, and tires as propulsion and traction roles, designed primarily for soil, sand, silt, clay, base, and in some configurations/designs, asphalt compaction.

Pricing shall include ROPS, work and drive lights, parking/emergency brake(s), backup alarm, horn, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, and voltmeter, and all necessary safety and operating system components for basic turn-key operation.

B: Compactors: Vibratory Rollers, Tandem Drum

These units shall be dual steel drum combinations, with drums serving in vibratory compaction and propulsion roles, designed primarily for asphalt compaction.

Pricing shall include ROPS, work and drive lights, parking/emergency brake(s), backup alarm, horn, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, voltmeter, and all necessary safety and operating system components for basic turn-key operation.

C: Compactors: Vibratory Rollers, Combination Style

These units shall be combinations of steel drum and treadless tires, with drum and tires each serving a compaction role, designed primarily for asphalt compaction.

Pricing shall include ROPS, parking/emergency brake(s), work and drive lights, backup alarm, horn, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, and voltmeter, and all necessary safety and operating system components for basic turn-key operation.

D: Compactors: Static Rollers, Tandem Drum

These units shall be dual steel drum combinations, with drums serving in static compaction and propulsion roles, designed primarily for asphalt compaction.

Pricing shall include ROPS, parking/emergency brake, work and drive lights, backup alarm, horn, hourmeter, vandal protection package, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, and voltmeter, and all necessary safety and operating system components for basic turn-key operation.

E: Compactors: Pneumatic Rollers

These units shall be multi-wheel, with treadless tires serving in compaction and propulsion roles, designed for asphalt, soil, sand, clay, sub-base compaction.

Pricing shall include ROPS (where available), sand/water ballast compartments, work and drive lights, spare wheel, parking/emergency brake(s), backup alarm, horn, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, and voltmeter, and all necessary safety and operating system components for basic turn-key operation.

F: Portable Compactors: Rammers/Tampers

These units shall be designed for compacting of sand, gravel, sub-base/base, silt and clay soils.

All base units priced shall include all necessary operator, engine, shock absorber, hoisting, and safety systems for basic turn-key operation.

G: Portable Compactors: Forward Moving Plate

These units shall be designed for repair and maintenance work on combinations of rockfill, sand/gravel, silt, clay, and sub-base/base soils, and in some models, asphalt.

All base units priced shall include all necessary operator, engine, shock absorber, hoisting, and safety systems for basic turn-key operation.

H: Portable Compactors: Forward-Reverse Plate

These units shall be designed for repair and maintenance work on combinations of rockfill, sand, gravel, silt, clay, and sub-base/base soils.

All base units priced shall include all necessary operator, engine, shock absorber, hoisting, and safety systems for basic turn-key operation.

I: Portable Compactors: Vibratory Drum and Trench Rollers

These units shall be designed for repair and maintenance work on combinations of sand, gravel, clay, and sub-base/base soils, and asphalt.

All base units priced shall include all necessary operator, engine, hoisting, and safety systems for basic turn-key operation.

J: Pothole Patchers and Melter-Applicators/Crack Sealers

These units shall be designed for asphalt and concrete maintenance and repair, addressing problems such as in cracks, fissures, and holes, joint sealing, isolated leveling needs, et cetera, with pothole patchers in self-contained hot mix and spray injection designs. Melter-applicators/ crack sealers shall function as double boiler or direct heat type units - melting, agitating, circulating, and applying, through different methods, various grade of asphalt rubber sealants, joint sealants, and fiber modified asphalt sealants.

All machines shall include all discharge/spray, heating, storage, safety, and other necessary system components for basic turn-key operation.

K: Asphalt Distributors

These machines are designed to transport and deliver a uniform tack coating application of liquid asphalt to the road surface.

They shall include all control, storage, discharge/spray, heating, safety, washdown, and other necessary system components for basic turn-key operation.

L: Chip Spreaders

These machines are designed to transport and evenly distribute road aggregate.

Pricing shall include work and drive lights, parking/emergency brake(s), backup alarm, horn, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, and voltmeter, and all necessary control, storage, discharge/spray, safety, and other system components for basic turn-key operation.

M: Street & Road Brooms

These self-propelled machines are designed to sweep the road surfaces.

Pricing shall include ROPS cab, work and drive lights, dust control water sprayer system, parking/emergency brake(s), backup alarm, horn, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, and voltmeter, and all necessary control, storage, discharge/spray, safety, and other system components for basic turn-key operation.

N: Cold Milling / Planing / Reclaiming / Recycling Machines

These machines are designed for asphalt removal through cutting, pulverizing, and collecting existing asphalt on highways, roads, runways, parking lots, et cetera, for reuse or disposal, allowing the road to be restored to a specific grade and surface profile.

Pricing shall include work and drive lights, parking/emergency brake(s), backup alarm, horn, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, and voltmeter, and all necessary control, storage, safety, and other system components for basic turn-key operation.

O: Emulsion Storage Tanks

These vertical tanks are designed for on-site, immediate use storage of road emulsion mixtures, for unloading to mobile truck or trailer tanks. They feature insulated, steel construction design, with thermostatically controlled heating.

Tanks shall include all mounting/support stand, heating, mixing, discharge, safety, and other necessary components for basic turn-key operation.

P: Striping Machines

These machines are designed for varying combinations of highway, local municipal/county street and road, and airfield striping needs. Walk-behind strippers cater to parking lots, garages, athletic/grass fields, et cetera.

Strippers shall include all control, storage, discharge/spray, paint heating, paint tank agitators (as applicable), heat exchangers, cleaning, paint guns, bead gun, bead vessel, safety, and other necessary system components for basic turn-key operation.

Q: Asphalt Paver-Screeds, Slurry/Microsurfacing Pavers, Concrete Pavers

These machines are designed to transport and deliver a uniform tack coating application of liquid asphalt to the road surface and set a leveled, final contoured mat and slope through a floating screed. Highway class pavers (16,000# and heavier) are designed primarily for highways, roads, streets, and airports. Non-highway class pavers' focus is primarily on local streets, driveways, parking lots, and smaller projects.

Pricing shall include work and drive lights, parking/emergency brake(s), backup alarm, horn, and complete instrumentation - including, but not limited to fuel gauge, coolant temp gauge, oil pressure gauge, tachometer, and voltmeter, and all necessary control, storage, discharge/spray, heating, safety, washdown, and other system components for operation for basic turn-key operation.

R: Miscellaneous

This category covers a broad range of equipment used to construct and maintain concrete and asphalt. This includes but is not limited to: Asphalt Pickup Machines, Crack Saws, Routers, Pavement Profilers, Pavement Cutters, Asphalt Crack Cleaners, Skid Mounted Melting and Application Devices, Trailer Mounted Tanks, Mobile Feeders, Concrete Finishers, Compact Curb Machines, and Force Feed Loaders.

These machines shall be priced with all the necessary control, storage, discharge/spray, heating, safety components for basic turn-key operation.

S: Snow Removal Equipment

These machines are designed for snow clearance and de-icing from roadways and airport runways. Equipment in this category incorporates winter maintenance technology and includes snow ploughs, snow blowers, snow cutters, spreaders, spraying machines, scrapers, and melters.

All machines shall include all discharge/spray, heating, storage, safety, and other necessary system components for basic turn-key operation.

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

**SECTION C - H-GAC FORMS****For Use In Responding To Competitive Bid And Proposal Invitations**

Invitation No.: SM10-08

Title: Street Maintenance Equipment

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

FORM	DESCRIPTION
Forms A (3):	Offeror Information
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options

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

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

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

Invitation No.: SM10-08

Invitation Title: Street Maintenance Equipment

Offeror Company:

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

Offeror Status: Manufacturer Dealer/Distributor Other

Response Type(1): Manufacturer w/Dealer Network Joint Offering Offeror Acting Alone

Contract Signatory(2): _____ Title: _____

Mailing Address(3): _____

Physical Address: _____

Phone: _____ Fax: _____

Email Address: _____

Federal Tax ID No.: _____ Web Page URL: _____

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

Member Contact Information

Contact Person(4): _____

Mailing Address: _____

Physical Address: _____

Toll Free Phone: _____ Fax: _____

Email Address: _____

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

The Signatory below, on behalf of Offeror:

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

Signature: _____ Title: _____

Printed Name: _____ Date: _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Procurement No.: SM10-08

Title: Street Maintenance Equipment

Offeror:

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include 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.

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

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

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

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

Accepted and Agreed By:	
Title:	Date:

HUB Status Of Offeror	
<input type="checkbox"/> Offeror is a HUB, as detailed below.	<input type="checkbox"/> Offeror is not a HUB.
Designation(s): <input type="checkbox"/> HUB <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> 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.	
<input type="checkbox"/> Subcontractor List attached.	<input type="checkbox"/> No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST

Procurement No.: SM10-08

Title: Street Maintenance Equipment

Offeror: _____

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

This Response Includes:

Init.

- | | |
|---|-------------------|
| <p>1 An "Original" of all required <i>FORMS</i> and documents, plus one copy, each in a separate hard-sided 3-ring binder.</p> | |
| <p>2 A completed electronic copy of <u>ALL</u> Forms, and any other documents required by this Invitation to be submitted electronically, on electronic media, e.g. CD-ROM.</p> | |
| <p>3 The required list of References.</p> | |
| <p>4 A complete description of Offeror's "Service Organization", detailing support locations, hours, personnel and parts/service availability.</p> | |
| <p>5 Complete Warranty Documentation for all Products offered.</p> | |
| <p>6 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"</p> | |
| <p>7 If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission Code. If not applicable, indicate "N/A"</p> | |
| <p>8 The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for each Base Product Item offered.</p> | |
| <p>9 Form CIQ, if required by law, completed and signed.
Go to http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm to get instructions and download the Form.</p> | |
| <p>10 A Bid/Proposal Bond, or Cashier's Check in the amount of \$3000. (A percentage bond is NOT acceptable.)</p> | <p>N/A</p> |

FORM D - OFFERED ITEMS PRICING		Procurement No.:	SM10-08
Offeror Name:			
H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price	
A: Compactors: Vibratory Rollers, Single Drum			
A01	Single Smooth Drum Vibratory Roller, : Bomag, BW124D-40		
A02	Single Smooth Drum Vibratory Roller, : Bomag, BW145D-3		
A03	Single Smooth Drum Vibratory Roller, : Bomag, BW177D-40		
A04	Single Smooth Drum Vibratory Roller, : Bomag, BW211D-40		
A05	Single Smooth Drum Vibratory Roller, : Bomag, BW213D-4		
A06	Single Smooth Drum Vibratory Roller, : Bomag, BW213DH-40		
A07	Single Smooth Drum Vibratory Roller, : Dynapac, CA134D		
A08	Single Smooth Drum Vibratory Roller, : Dynapac, CA144D		
A09	Single Smooth Drum Vibratory Roller, : Dynapac, CA150D		
A10	Single Smooth Drum Vibratory Roller, : Dynapac, CA152D		
A11	Single Smooth Drum Vibratory Roller, : Dynapac, CA250D		
A12	Single Smooth Drum Vibratory Roller, : Dynapac, CA260D		
A13	Single Smooth Drum Vibratory Roller, : Dynapac, CA362D		
A14	Single Smooth Drum Vibratory Roller, : Hamm, 3205		
A15	Single Smooth Drum Vibratory Roller, : Hamm, 3307		
A16	Single Smooth Drum Vibratory Roller, : Hamm, 3412		
A17	Single Smooth Drum Vibratory Roller, : Hamm, 3520		
A18	Single Smooth Drum Vibratory Roller, : Hypac, C815C		
A19	Single Smooth Drum Vibratory Roller, : Hypac, C820C		
A20	Single Smooth Drum Vibratory Roller, : Hypac, C830C		
A21	Single Smooth Drum Vibratory Roller, : Hypac, C840D		
A22	Single Drum Vibratory Roller, Pneumatic Tires, Volvo Construction, CR24		
A23	Single Drum Vibratory Roller, Pneumatic Tires, Volvo Construction, CR30		
A24	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD25D		
A25	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD45D		
A26	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD70D		
A27	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD100D		
A28	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD105DA		
A29	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD116D		
A30	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD160D		
A31	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD200D		
A32	Single Smooth Drum Vibratory Roller, : Intensus, CV80S		
A33	Single Smooth Drum Vibratory Roller, : Intensus, CV100S		
A34	Single Smooth Drum Vibratory Roller, : Intensus, CV120		
A35	Single Smooth Drum Vibratory Roller, : Intensus, CV190		
A36	Single Smooth Drum Vibratory Roller, : Vibromax, VM46D		
A37	Single Smooth Drum Vibratory Roller, : Vibromax, VM66D		
A38	Single Smooth Drum Vibratory Roller: Case Construction, SV208		
A39	Single Smooth Drum Vibratory Roller: Case Construction, SV210		
A40	Single Smooth Drum Vibratory Roller: Case Construction, SV212		
A41	Single Smooth Drum Vibratory Roller: Case Construction, SV216		
A42	Single Smooth Drum Vibratory Roller, : Sakai, SV201D		
A43	Single Smooth Drum Vibratory Roller, : Sakai, SV400D		
A44	Single Smooth Drum Vibratory Roller, : Sakai, SV505D		
A45	Single Smooth Drum Vibratory Roller, : Sakai, SV510D		
A46	Single Smooth Drum Vibratory Roller, : Sakai, SV610D		
B: Compactors: Vibratory Rollers, Tandem Drum			
B01	Tandem Drum Vibratory Roller: Bomag, BW900-2		

B02	Tandem Drum Vibratory Roller: Bomag, BW90AD-2	
B03	Tandem Drum Vibratory Roller: Bomag, BW100AD-3	
B04	Tandem Drum Vibratory Roller: Bomag, BW120AD-3	
B05	Tandem Drum Vibratory Roller: Bomag, BW135AD	
B06	Tandem Drum Vibratory Roller: Bomag, BW138AD	
B07	Tandem Drum Vibratory Roller: Bomag, BW141AD-2	
B08	Tandem Drum Vibratory Roller: Bomag, BW161AD-4HF	
B09	Tandem Drum Vibratory Roller: Bomag, BW190AD-4HF	
B10	Tandem Drum Vibratory Roller: Bomag, BW266	
B11	Tandem Drum Vibratory Roller: Bomag, BW278	
B12	Tandem Drum Vibratory Roller: Bomag, BW284	
B13	Tandem Drum Vibratory Roller: Dynapac, CC800	
B14	Tandem Drum Vibratory Roller: Dynapac, CC900	
B15	Tandem Drum Vibratory Roller: Dynapac, CC900G	
B16	Tandem Drum Vibratory Roller: Dynapac, CC1000	
B17	Tandem Drum Vibratory Roller: Dynapac, CC102	
B18	Tandem Drum Vibratory Roller: Dynapac, CC122	
B19	Tandem Drum Vibratory Roller: Dynapac, CC142	
B20	Tandem Drum Vibratory Roller: Dynapac, CC222HF	
B21	Tandem Drum Vibratory Roller: Dynapac, CC322	
B22	Tandem Drum Vibratory Roller: Dynapac, CC424HF	
B23	Tandem Drum Vibratory Roller: Dynapac, CC524HF	
B24	Tandem Drum Vibratory Roller: Dynapac, CC624HF	
B25	Tandem Drum Vibratory Roller: Dynapac, CC722	
B26	Tandem Drum Vibratory Roller: Hamm, HD10	
B27	Tandem Drum Vibratory Roller: Hamm, HD12	
B28	Tandem Drum Vibratory Roller: Hamm, HD13	
B29	Tandem Drum Vibratory Roller: Hamm, HD70HV	
B30	Tandem Drum Vibratory Roller: Hamm, HD90HV	
B31	Tandem Drum Vibratory Roller: Hamm, HD110HV	
B32	Tandem Drum Vibratory Roller: Hamm, HD110VHV	
B33	Tandem Drum Vibratory Roller: Hamm, HD120HV	
B34	Tandem Drum Vibratory Roller: Hamm, HD130HV	
B35	Tandem Drum Vibratory Roller: Hamm, HD090V	
B36	Tandem Drum Vibratory Roller: Hypac, C747B	
B37	Tandem Drum Vibratory Roller: Hypac, 754B	
B38	Tandem Drum Vibratory Roller: Hypac, C766C	
B39	Tandem Drum Vibratory Roller: Hypac, C778B	
B40	Tandem Drum Vibratory Roller: Hypac, C784	
B41	Tandem Drum Vibratory Roller: Volvo Construction, DD14S	
B42	Tandem Drum Vibratory Roller: Volvo Construction, DD16	
B43	Tandem Drum Vibratory Roller: Volvo Construction, DD22	
B44	Tandem Drum Vibratory Roller: Volvo Construction, DD24	
B45	Tandem Drum Vibratory Roller: Volvo Construction, DD29	
B46	Tandem Drum Vibratory Roller: Volvo Construction, DD31HF	
B47	Tandem Drum Vibratory Roller: Volvo Construction, DD38HF	
B48	Tandem Drum Vibratory Roller: Volvo Construction, DD70	
B49	Tandem Drum Vibratory Roller: Volvo Construction, DD70HF	
B50	Tandem Drum Vibratory Roller: Volvo Construction, DD90	
B51	Tandem Drum Vibratory Roller: Volvo Construction, DD90HF	
B52	Tandem Drum Vibratory Roller: Volvo Construction, DD112HF	
B53	Tandem Drum Vibratory Roller: Volvo Construction, DD118HA	
B54	Tandem Drum Vibratory Roller: Volvo Construction, DD118HF	
B55	Tandem Drum Vibratory Roller: Volvo Construction, DD132HF	
B56	Tandem Drum Vibratory Roller: Volvo Construction, DD138HA	
B57	Tandem Drum Vibratory Roller: Volvo Construction, DD138HF	

B58	Tandem Drum, Vibratory Roller: Intensus, TD25	
B59	Tandem Drum, Vibratory Roller: Intensus, TD40	
B60	Tandem Drum, Vibratory Roller: Intensus, TD110	
B61	Tandem Drum, Vibratory Roller: LeeBoy, 400	
B62	Tandem Drum, Vibratory Roller: Mauldin, 1450	
B63	Tandem Drum, Vibratory Roller: Mauldin, 3000	
B64	Tandem Drum, Vibratory Roller: Mauldin, 4000	
B65	Tandem Drum Vibratory Roller: Vibromax, 102	
B66	Tandem Drum Vibratory Roller: Vibromax, 255	
B67	Tandem Drum Vibratory Roller: Vibromax, 265	
B68	Tandem Drum Vibratory Roller: Vibromax, 355	
B69	Tandem Drum Vibratory Roller: Vibromax, 365	
B70	Tandem Drum Vibratory Roller: Vibromax, 455	
B71	Tandem Drum Vibratory Roller: Vibromax, 465	
B72	Tandem Drum Vibratory Roller: Vibromax, W10	
B73	Tandem Drum Vibratory Roller: Wacker, RD12A	
B74	Tandem Drum Vibratory Roller: Wacker, RD16	
B75	Tandem Drum Vibratory Roller: Wacker, RD27	
B76	Tandem Drum Vibratory Roller: Case Construction, DV201	
B77	Tandem Drum Vibratory Roller: Case Construction, DV202	
B78	Tandem Drum Vibratory Roller: Case Construction: DV204	
B79	Tandem Drum Vibratory Roller: Sakai, SW300	
B80	Tandem Drum Vibratory Roller: Sakai, SW320	
B81	Tandem Drum Vibratory Roller: Sakai, SW330	
B82	Tandem Drum Vibratory Roller: Sakai, SW652	
B83	Tandem Drum Vibratory Roller: Sakai, SW800	
B84	Tandem Drum Vibratory Roller: Sakai, SW990	
	C: Compactors: Vibratory Rollers, Combination Style	
C01	Combination Roller: Bomag, BW120AC-4	
C02	Combination Roller: Dynapac, CC102C	
C03	Combination Roller: Dynapac, CC122C	
C04	Combination Roller: Dynapac, CC142C	
C05	Combination Roller: Dynapac, CC422C	
C06	Combination Roller: Hamm, HD12K	
C07	Combination Roller: Hamm, HD13K	
C08	Combination Roller: Hamm, HD70K	
C09	Combination Roller: Hamm, HD75K	
C10	Combination Roller: Hamm, HD90K	
C11	Combination Roller: Hamm, HD110K	
C12	Combination Roller: Volvo Construction, CR24	
C13	Combination Roller: Volvo Construction, CR32	
C14	Combination Roller: Vibromax, 255K	
C15	Combination Roller: Vibromax, 265K	
C16	Combination Roller: Vibromax, 355K	
C17	Combination Roller: Vibromax, 365K	
C18	Combination Roller: Vibromax, 455K	
C19	Combination Roller: Vibromax, 465K	
C20	Combination Roller: Sakai, TW320	
C21	Combination Roller: Sakai, TW330	
	D: Compactors: Static Rollers, Tandem Drum	
D01	Static Roller, Tandem Drum: Bomag, BW5AS	
D02	Static Roller: Tandem Drum: Bomag, BW9AS	
D03	Static Roller: Tandem Drum: Bomag, BW11AS	
D04	Static Roller: Tri Drum: Dynapac, CS142N	
D05	Static Roller: Tandem Drum: Ferguson, 35A	
D06	Static Roller: Tandem Drum: Ferguson, 46A	

D07	Static Roller: Tandem Drum: Ferguson, 5-8B	
D08	Static Roller: Tandem Drum: Ferguson, 8-12B	
D09	Static Roller: Tandem Drum: Hamm, HW90B	
D10	Static Roller: Tandem Drum: Hypac, C330B	
D11	Static Roller: Tandem Drum: Hypac, C340C	
D12	Static Roller: Tandem Drum: Hypac, C350D	
D13	Static Roller: Tandem Drum: Ingram, RS206	
D14	Static Roller: Tandem Drum: LeeBoy, 300	
D15	Static Roller: Tandem Drum: Mauldin, 1450S	
D16	Static Roller: Tandem Drum: Rosco, Rollpac III	
	E: Compactors: Pneumatic Rollers	
E01	Pneumatic Roller: Basic, 700	
E02	Pneumatic Roller: Bomag, BW11RH	
E03	Pneumatic Roller: Bomag, BW24R	
E04	Pneumatic Roller: Bomag, BW27RH	
E05	Pneumatic Roller: Dynapac, CP142	
E06	Pneumatic Roller: Dynapac, CP221	
E07	Pneumatic Roller: Dynapac, CP271	
E08	Pneumatic Roller: Ferguson, SP912	
E09	Pneumatic Roller: Ferguson, SP915	
E10	Pneumatic Roller: Ferguson, SP1118	
E11	Pneumatic Roller: Hamm, GRW15	
E12	Pneumatic Roller: Hypac, C530AH	
E13	Pneumatic Roller: Hypac, C550H	
E14	Pneumatic Roller: Hypac, C560H	
E15	Pneumatic Roller: Volvo Construction, PT125R	
E16	Pneumatic Roller: Volvo Construction, PT240R	
E17	Pneumatic Roller: LeeBoy, 420	
E18	Pneumatic Roller: Mauldin, 4700	
E19	Pneumatic Roller: Rosco, 915	
E20	Pneumatic Roller: Sakai, GW750	
	F: Portable Compactors: Rammers/Tampers	
F01	Portable Compactor, Rammer/Tapper: Bomag, BT60/4	
F02	Portable Compactor, Rammer/Tapper: Bomag, BT65/4	
F03	Portable Compactor, Rammer/Tapper: Dynapac, LT5000	
F04	Portable Compactor, Rammer/Tapper: Dynapac, LT6000	
F05	Portable Compactor, Rammer/Tapper: Dynapac, LT7000	
F06	Portable Compactor, Rammer/Tapper: Dynapac, LT800	
F07	Portable Compactor, Rammer/Tapper: Ingersoll-Rand, RX264H	
F08	Portable Compactor, Rammer/Tapper: Ingersoll-Rand, RX654H	
F09	Portable Compactor, Rammer/Tapper: Ingersoll-Rand, RX304H	
F10	Portable Compactor, Rammer/Tapper: Ingersoll-Rand, RX344H	
F11	Portable Compactor, Rammer/Tapper: Wacker, BS52Y	
F12	Portable Compactor, Rammer/Tapper: Wacker, BS50	
F13	Portable Compactor, Rammer/Tapper: Wacker, BS60	
F14	Portable Compactor, Rammer/Tapper: Wacker, BS70	
F15	Portable Compactor, Rammer/Tapper: Wacker, DS720	
F16	Portable Compactor, Electric Rammer/Tapper: Wacker, ES52Y	
	G: Portable Compactors: Forward Plate	
G01	Portable Compactor, Forward Plate: Bomag, BP8/34	
G02	Portable Compactor, Forward Plate: Bomag, BP10/36-2	
G03	Portable Compactor, Forward Plate: Bomag, BP18/45-2	
G04	Portable Compactor, Forward Plate: Bomag, BP25/48	
G05	Portable Compactor, Forward Plate: Dynapac, LF45	
G06	Portable Compactor, Forward Plate: Dynapac, LF62	
G07	Portable Compactor, Forward Plate: Dynapac, LF70	

G08	Portable Compactor, Forward Plate: Dynapac, LF72	
G09	Portable Compactor, Forward Plate: Dynapac, LF82	
G10	Portable Compactor, Forward Plate: Dynapac, LF90	
G11	Portable Compactor, Forward Plate: Dynapac, LF3820	
G12	Portable Compactor, Forward Plate: Dynapac, LF15	
G13	Portable Compactor, Forward Plate: Dynapac, LF140	
G14	Portable Compactor, Forward Plate: Dynapac, LX90	
G15	Portable Compactor, Forward Plate: Ingersoll-Rand, BX6WH	
G16	Portable Compactor, Forward Plate: Ingersoll-Rand, BX60WH	
G17	Portable Compactor, Forward Plate: Ingersoll-Rand, BX8WH	
G18	Portable Compactor, Forward Plate: Ingersoll-Rand, BX80WH	
G19	Portable Compactor, Forward Plate: Ingersoll-Rand, BX12WH	
G20	Portable Compactor, Forward Plate: Ingersoll-Rand, BX120WH	
G21	Portable Compactor, Forward Plate: Ingersoll-Rand, VP8RH	
G22	Portable Compactor, Forward Plate: Stone, SFP2200	
G23	Portable Compactor, Forward Plate: Stone, SFP3000	
G24	Portable Compactor, Forward Plate: Stone, SFA3500	
G25	Portable Compactor, Forward Plate: Stone, SFP4000	
G26	Portable Compactor, Forward Plate: Stone, SFP5100	
G27	Portable Compactor, Forward Plate: Wacker, WP1540AW	
G28	Portable Compactor, Forward Plate: Wacker, VP2050Y	
	H: Portable Compactors: Forward/Reverse Plate	
H01	Portable Compactor, Forward-Reverse Plate: Bomag, BPR25/40D	
H02	Portable Compactor, Forward-Reverse Plate: Bomag, BPR35/60D	
H03	Portable Compactor, Forward-Reverse Plate: Bomag, BPR45/55D	
H04	Portable Compactor, Forward-Reverse Plate: Bomag, BPR55/65D	
H05	Portable Compactor, Forward-Reverse Plate: Bomag, BPR65/70D	
H06	Portable Compactor, Forward-Reverse Plate: Bomag, BPR80/65S	
H07	Portable Compactor, Forward-Reverse Plate: Dynapac, LG160	
H08	Portable Compactor, Forward-Reverse Plate: Dynapac, LG200	
H09	Portable Compactor, Forward-Reverse Plate: Dynapac, LG300	
H10	Portable Compactor, Forward-Reverse Plate: Dynapac, LG300HZELC	
H11	Portable Compactor, Forward-Reverse Plate: Dynapac, LG500HZSE	
H12	Portable Compactor, Forward-Reverse Plate: Dynapac, LG700HZELC	
H13	Portable Compactor, Forward-Reverse Plate: Dynapac, LG800HZSE	
H14	Portable Compactor, Forward-Reverse Plate: Ingersoll-Rand, BXR60H	
H15	Portable Compactor, Forward-Reverse Plate: Ingersoll-Rand, BXR100H	
H16	Portable Compactor, Forward-Reverse Plate: Ingersoll-Rand, BXR200H	
H17	Portable Compactor, Forward-Reverse Plate: Ingersoll-Rand, BXR300E	
H18	Portable Compactor, Forward-Reverse Plate: Stone, RP522	
H19	Portable Compactor, Forward-Reverse Plate: Stone, RP652	
H20	Portable Compactor, Forward-Reverse Plate: Stone, RP850	
H21	Portable Compactor, Forward-Reverse Plate: Stone, RP1130	
H22	Portable Compactor, Forward-Reverse Plate: Stone, RP1350	
H23	Portable Compactor, Forward-Reverse Plate: Stone, RP2250	
H24	Portable Compactor, Forward-Reverse Plate: Wacker, BPU2540A	
H25	Portable Compactor, Forward-Reverse Plate: Wacker, BPU3050A	
H26	Portable Compactor, Forward-Reverse Plate: Wacker, BPU3545A	
H27	Portable Compactor, Forward-Reverse Plate: Wacker, DPU4045Y	
H28	Portable Compactor, Forward-Reverse Plate: Wacker, BPU5045A	
H29	Portable Compactor, Forward-Reverse Plate: Wacker, DPU6055	
H30	Portable Compactor, Forward-Reverse Plate: Wacker, DPU7060	
H31	Portable Compactor, Forward-Reverse Plate: Wacker, DPU7060RC	
H32	Portable Compactor, Forward-Reverse Plate: Wacker, DPU100-70	
	I: Portable Compactors: Vibratory Drum	
I01	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BW55E	

I02	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BW65H	
I03	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BW65S-2	
I04	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BW75S-2	
I05	Portable Compactor, Vibratory Drum & Trench Rollers: Bomag, BMP851	
I06	Portable Compactor, Vibratory Drum & Trench Rollers: Dynapac, LP750	
I07	Portable Compactor, Vibratory Drum & Trench Rollers: Dynapac, LP6500	
I08	Portable Compactor, Vibratory Drum & Trench Rollers: Dynapac, LP8500	
I09	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, SX170H	
I10	Portable Compactor, VibDrum & Trench Rollers: Ingersoll-Rand, DX500E	
I11	Portable Compactor, VibDrum & Trench Rollers: Ingersoll-Rand, DX600E	
I12	Portable Compactor, VibDrum & Trench Rollers: Ingersoll-Rand, DX600H	
I13	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, DX700E	
I14	Portable Compactor, Vib Drum & Trench Rollers: Ingersoll-Rand, DX700H	
I15	Portable Compactor, Vibratory Drum & Trench Rollers: Vibromax, 1500R33	
I16	Portable Compactor, Vibratory Drum & Trench Rollers: Wacker, RS800A	
I17	Portable Compactor, Vibratory Drum & Trench Rollers: Wacker, RD7H	
I18	Portable Compactor, Vibratory Drum & Trench Rollers: Wacker, RT56SC	
I19	Portable Compactor, Vibratory Drum & Trench Rollers: Wacker, RT82SC	
	J: Pothole Patchers and Melter-Applicator/Crack Sealers	
J01	Pothole Patchers: Bergkamp, FP5	
J02	Melter-Applicator/Crack Sealer: Cimline, 60DNG	
J03	Melter-Applicator/Crack Sealer: Cimline, 110D	
J04	Melter-Applicator/Crack Sealer: Cimline, 150M	
J05	Melter-Applicator/Crack Sealer: Cimline, 230D	
J06	Melter-Applicator/Crack Sealer: Cimline, 410D	
J07	Melter-Applicator/Crack Sealer: Cimline, HW30	
J08	Melter-Applicator/Crack Sealer: Cimline, HW90	
J09	Melter-Applicator/Crack Sealer: Cimline, HW115	
J10	Pothole Patchers: Crafcoc, Patcher I	
J11	Pothole Patchers: Crafcoc, Patcher II	
J12	Pothole Patchers: Crafcoc, Magnum	
J13	Melter-Applicators/Crack Sealers: Crafcoc, EZ50	
J14	Melter-Applicators/Crack Sealers: Crafcoc, EZ Series II 500	
J15	Melter-Applicators/Crack Sealers: Crafcoc, EZ Series II 1000	
J16	Melter-Applicators/Crack Sealers: Crafcoc, EZ Series II 1500	
J17	Melter-Applicators/Crack Sealers: Crafcoc, SS60	
J18	Melter-Applicators/Crack Sealers: Crafcoc, SS125	
J19	Melter-Applicators/Crack Sealers: Crafcoc, SS250	
J20	Pothole Patcher: Duraco, Durapatcher 125DJT Trailer	
J21	Pothole Patcher: Duraco, Durapatcher 125DJT Truck	
J22	Pothole Patcher: Duraco, Durapatcher DuraMaxx Cab Controlled	
J23	Pothole Patcher: HD Industries, Pro-Patch TCM 425-80-DHE Truck	
J24	Pothole Patcher: HD Industries, Pro-Patch TCM 500-120-DHE Truck	
J25	Pothole Patcher: HD Industries, Pro-Patch TCM 500-80-AEE Truck	
J26	Pothole Patcher: HD Industries, Pro-Patch TCM 600-120-DHE Truck	
J27	Pothole Patcher: HD Industries, Pro-Patch TM 425-100-DHE Trailer	
J28	Pothole Patcher: HD Industries, Pro-Patch TM 500-120-DHE Trailer	
J29	Pothole Patcher: HD Industries, Pro-Patch TM 600-120-DHE Trailer	
J30	Pothole Patcher: PB Loader, BC3	
J31	Pothole Patcher: PB Loader, B2	
J32	Melter-Applicator/Crack Sealer: PB Loader, 65CS	
J33	Melter-Applicator/Crack Sealer: PB Loader, BH153-21	
J34	Melter-Applicator/Crack Sealer: PB Loader, 200T	
J35	Melter-Applicator/Crack Sealer: PB Loader, 220PT	
J36	Melter-Applicator/Crack Sealer: PB Loader, 420PT	
J37	Pothole Patcher: Rosco, RA2000	

J38	Pothole Patcher: Rosco, RA300	
J39	Pothole Patcher: Schwarze, SP550	
J40	Pothole Patcher: Schwarze, SP10	
J41	Pothole Patcher: Schwarze, RoadPatcher	
J42	Pothole Patcher: Schwarze, RB	
K: Asphalt Distributors		
K01	Asphalt Distributor: Bomag, TW250	
K02	Asphalt Distributor: Bomag, TW500	
K03	Asphalt Distributor: Etnyre, Centennial	
K04	Asphalt Distributor: Etnyre, Maintenance Distributor	
K05	Asphalt Distributor: Etnyre, Shooter	
K06	Asphalt Distributor: Ingersoll-Rand/Blaw-Knox, HT540	
K07	Asphalt Distributor: LeeBoy, L150T	
K08	Asphalt Distributor: LeeBoy, L250T	
K09	Asphalt Distributor: LeeBoy, L500T	
K10	Asphalt Distributor: Mauldin, MT250	
K11	Asphalt Distributor: Mauldin, MT500	
K12	Asphalt Distributor: Mauldin, PS-1000	
K13	Asphalt Distributor: Mauldin, PS-2000	
K14	Asphalt Distributor: Mauldin, PS-3000	
K15	Asphalt Distributor: Mauldin, PSMT-1000	
K16	Asphalt Distributor: Pavement Services, Inc.(A Mauldin Company), PS1000	
K17	Asphalt Distributor: Pavement Services, Inc.(A Mauldin Company), PS2000	
K18	Asphalt Distributor: Pavement Services, Inc.(A Mauldin Company), PS3500	
K19	Asphalt Distributor: PB Loader, 600D	
K20	Asphalt Distributor: Rosco, Maximizer 2	
K21	Asphalt Distributor: Rosco, Maximizer 3	
K22	Asphalt Distributor: Rosco, RMT1000	
L: Chip Spreaders		
L01	Chip Spreader: Etnyre, ChipSpreader	
L02	Chip Spreader: Rosco, SPRH	
L03	Chip Spreader: Rosco, SpreadPro	
M: Road Brooms		
M01	Street/Road Broom: Broce, BB250	
M02	Street/Road Broom: Broce, RJ350	
M03	Street/Road Broom: Rosco, RB48	
M04	Street/Road Broom: Rosco, SweepPro	
M05	Street/Road Broom: Rosco, Challenger III	
M06	Street/Road Broom: Superior Broom, DT80J	
N: Cold Milling/Planing/Reclaiming/Recycling Machines		
N01	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ300	
N02	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ360HD	
N03	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ480HD	
N04	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ550	
N05	Asphalt Milling/Planing/Reclaiming Machine: Bomag, MPH122-2	
N06	Asphalt Milling/Planing/Reclaiming Machine: Bomag, MPH362-2	
N07	Asphalt Milling/Planing/Reclaiming Machine: Bomag, MPH125-2	
N08	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM600/30	
N09	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM1000/30	
N10	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM1200/30	
N11	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM2000/50	
N12	Asphalt Milling/Planing/Reclaiming Machine: Bomag, BM2000/60	
N13	Asphalt Milling/Planing/Reclaiming Machine: CMI (Terex), RS350	
N14	Asphalt Milling/Planing/Reclaiming Machine: CMI (Terex), RS425C	
N15	Asphalt Milling/Planing/Reclaiming Machine: CMI (Terex), PR600	
N16	Asphalt Milling/Planing/Reclaiming Machine: CMI (Terex), PR860	

N17	Asphalt Milling/Planing/Reclaiming Machine: Dynapac, PL350S	
N18	Asphalt Milling/Planing/Reclaiming Machine: Dynapac, PL2000S	
N19	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W50	
N20	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W50DC	
N21	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W350	
N22	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W600DC	
N23	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W1000L	
N24	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W1200F	
N25	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W1500	
N26	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W1900	
N27	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W2000	
N28	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W2100	
N29	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, W2200	
N30	Asphalt Milling/Planing/Reclaiming Machine: Wirtgen, 2500	
O: Emulsion Storage Tanks		
O01	Emulsion Storage Tanks: Crafc0, 2000	
O02	Emulsion Storage Tanks: Duraco, 3000	
O03	Emulsion Storage Tanks: Etnyre, 7000	
P: Striping Machines		
P01	Striping Machine: Airlessco, 3500	
P02	Striping Machine: Airlessco, 4000	
P03	Striping Machine: Airlessco, 4500	
P04	Striping Machine: Airlessco, 6000	
P05	Striping Machine: EZ-Liner, AL110	
P06	Striping Machine: EZ-Liner, AL120	
P07	Striping Machine: EZ-Liner, AL240	
P08	Striping Machine: EZ-Liner, AL500	
P09	Striping Machine: EZ-Liner, 583	
P10	Striping Machine: EZ-Liner, 588S	
P11	Striping Machine: EZ-Liner, Belgian	
P12	Striping Machine: EZ-Liner, Self-Propelled Ride-On	
P13	Striping Machine: M-B Companies, 155	
P14	Striping Machine: M-B Companies, 260CL	
P15	Striping Machine: M-B Companies, 245	
P16	Striping Machine: M-B Companies, 260	
P17	Striping Machine: M-B Companies, 320	
P18	Striping Machine: M-B Companies, 500	
P19	Striping Machine: M-B Companies, 3000	
P20	Striping Machine: M-B Companies, 5-10A	
P21	Striping Machine: M-B Companies, 5-12A	
P22	Striping Machine: Trusco, Model 20	
P23	Striping Machine: Trusco, 250N	
P24	Striping Machine: M-B Companies, Apollo II Thermoplastic	
P25	Striping Machine: M-B Companies, 1003T Thermoplastic Self Propelled Ride On Applicator	
P26	Striping Machine: M-B Companies, 1004T Thermoplastic Stenciling Palletized Spray	
Q: Asphalt Pavers-Screeds, Slurry/Microsurfacing Pavers		
Q01	Slurry/Microsurfacing Paver: Barber-Greene, AP600D	
Q02	Slurry/Microsurfacing Paver: Barber-Greene, BG260D	
Q03	Slurry/Microsurfacing Paver: Barber-Greene, AP-655D	
Q04	Slurry/Microsurfacing Paver: Bergkamp, M1	
Q05	Slurry/Microsurfacing Paver: Bergkamp, M206	
Q06	Paver-Screed: Bomag, ProPaver 413	
Q07	Paver-Screed: Bomag, ProPaver 814-R	
Q08	Paver-Screed: Bomag, ProPaver 815-2	
Q09	Paver-Screed: Bomag, 3313	

Q10	Paver-Screed: Bomag, 4413	
Q11	Paver-Screed: Bomag, 6615	
Q12	Paver-Screed: Cedar Rapids (Terex): 352	
Q13	Paver-Screed: Cedar Rapids (Terex): 452	
Q14	Paver-Screed: Cedar Rapids (Terex): 552	
Q15	Paver-Screed: CMI (Terex): SF2204	
Q16	Paver-Screed: Dynapac, F4C	
Q17	Paver-Screed: Dynapac, F25-4W	
Q18	Paver-Screed: Dynapac, F30-4W	
Q19	Paver-Screed: Dynapac, 121W	
Q20	Concrete Paver: Gomaco, 3200	
Q21	Concrete Paver: Gomaco, 3600	
Q22	Concrete Paver: Gomaco, Commander III	
Q23	Paver-Screed: Volvo Construction: PF150	
Q24	Paver-Screed: Volvo Construction: PF161	
Q25	Paver-Screed: Volvo Construction: PF2181	
Q26	Paver-Screed: Volvo Construction: PF3172	
Q27	Paver-Screed: Volvo Construction: PF6160	
Q28	Paver-Screed: Volvo Construction: PF4410	
Q29	Paver-Screed: Volvo Construction: PF6110	
Q30	Paver-Screed: LeeBoy, 700B	
Q31	Paver-Screed: LeeBoy, 1000F	
Q32	Paver-Screed: LeeBoy, 5000	
Q33	Paver-Screed: LeeBoy, 7000	
Q34	Paver-Screed: LeeBoy, 8515	
Q35	Paver-Screed: LeeBoy, 8816	
Q36	Paver-Screed: Mauldin, 550E	
Q37	Paver-Screed: Mauldin, 690F	
Q38	Paver-Screed: Mauldin, 1500-C	
Q39	Paver-Screed: Mauldin, 1750C	
Q40	Paver-Screed: Vogeles, 780WB	
Q41	Paver-Screed: Vogeles, 880WB	
Q42	Paver-Screed: Vogeles, 1110WB	
	R: Miscellaneous	
R01	Miscellaneous: Cedar Rapids (Terex): MS2 Windrow Pickup Machine	
R02	Miscellaneous: Cedar Rapids (Terex): MS4 Mat Finish Asphalt Pickup Machine	
R03	Miscellaneous: Cimline, CCS Crack Saw	
R04	Miscellaneous: Cimline, CCS5E Crack Saw	
R05	Miscellaneous: Cimline, EDS25 Crack Saw	
R06	Miscellaneous: Cimline, EDS10E Crack Saw	
R07	Miscellaneous: Cimline, PCS25 Crack Saw	
R08	Miscellaneous: Cimline, RCS20 Crack Saw	
R09	Miscellaneous: Cimline, PCR25 Router	
R10	Miscellaneous: CMI (Terex), PR600 Pavement Profiler	
R11	Miscellaneous: CMI (Terex), PR860 Pavement Profiler	
R12	Miscellaneous: Crafcoc, 200 Pavement Cutter	
R13	Miscellaneous: Crafcoc, Crack-Vac Asphalt Crack Cleaner	
R14	Miscellaneous: Crafcoc, BAX Skid-Mounted Marker Placer	
R15	Miscellaneous: Duraco, Trailer-Mounted Emulsion Tank	
R16	Miscellaneous: Dynapac, MF250 Mobile Asphalt Feeder	
R17	Miscellaneous: Gomaco, C450 Concrete Finisher	
R18	Miscellaneous: LeeBoy, 3000 Force Feed Loader	
R19	Miscellaneous: LeeBoy, 1200S Multi-Purpose Asphalt Maintenance Patcher	
R20	Miscellaneous: Lincoln Paving, 660SXL Windrow Asphalt Pickup Machine	
R21	Miscellaneous: Lincoln Paving, 550XL Windrow Asphalt Pickup Machine	
R22	Miscellaneous: Lincoln Paving, 770SXL Windrow Asphalt Pickup Machine	

R23	Miscellaneous: Mauldin, M406XT Maintainer	
R24	Miscellaneous: Mauldin, M413XT Maintainer	
R25	Miscellaneous: M-B Companies, HL Wheeled Loader Attachment Broom	
R26	Miscellaneous: M-B Companies, TK-H Wheeled Loader Attachment Broom	
R27	Miscellaneous: M-B Companies, 53T Tow-Behind Road Broom	
R28	Miscellaneous: M-B Companies, 53MH Tow-Behind Road Broom	
R29	Miscellaneous: M-B Comp., MCD-WB Walk-Behind Self-Propelled Broom	
R30	Miscellaneous: Superior Model SM80CT Broom	
R31	Miscellaneous: Superior Model DT80J Broom	
R32	Miscellaneous: M-B Companies, Vulcan Kettle Thermoplastic Melting Kettle	
R33	Miscellaneous: M-B Companies, Mercury Trailer System Thermoplastic Melting System	
R34	Miscellaneous: M-B Companies, Thermokit Trailer System Thermoplastic Melting System	
	S: Snow Removal Equipment	
S01	Snow Removal Equipment, Schmidt Tarron MS 30.1 Multi-blade Snow Plough	
S02	Snow Removal Equipment, Schmidt Airside MF 8.3 Multi-blade Snow Plough	
S03	Snow Removal Equipment, Schmidt Airside CJS Super II Multi-blade Snow Plough	
S04	Snow Removal Equipment, Schmidt KL-V Special Snow Plough	
S05	Snow Removal Equipment, Schmidt HS 20 Attachable Snow Plough	
S06	Snow Removal Equipment, Schmidt FS 75 Attachable Cutter Blower	
S07	Snow Removal Equipment, Schmidt Airside SUPRA 4001 Cutter Blower	
S08	Snow Removal Equipment, Schmidt Airside TJS-C 420 Jet Sweeper	
S09	Snow Removal Equipment, Schmidt Airside TJS 420 Jet Sweeper	
S10	Snow Removal Equipment, Schmidt STRATOS COMBI SOLIQ 40 Sprayer/Spreader	
S11	Snow Removal Equipment, Schmidt STRATOS 06 De-mountable Spreader	
S12	Snow Removal Equipment, Schmidt STRATOS 17 De-mountable Spreader	
S13	Snow Removal Equipment, Schmidt STRATOS 35 De-mountable Spreader	
S14	Snow Removal Equipment, Schmidt STRATOS LAVA 90 Spreader	
S15	Snow Removal Equipment, Schmidt Airside STRATOS TWIN DISC De-mountable Spreader	
S16	Snow Removal Equipment, Schmidt Airside STRATOS LAVA Spreader	
S17	Snow Removal Equipment, Schmidt Airside ASP Nozzle Sprayer	
S18	Snow Removal Equipment, Schmidt Airside WSP Nozzle Sprayer	
S19	Snow Removal Equipment, Schmidt Airside ASPS 2000 Nozzle Sprayer	
S20	Snow Removal Equipment, Schmidt Airside ASPS 4000 Nozzle Sprayer	
S21	Snow Removal Equipment, Schmidt Airside RSP-1S Disc Sprayer	
S22	Snow Removal Equipment, Schmidt Airside RSP-3S Disc Sprayer	
S23	Snow Removal Equipment, Schmidt Airside RSP-4S Disc Sprayer	
S24	Snow Removal Equipment, Schmidt Airside STRATOS COMBI SOLIQ-TWIN DISC Sprayer/Spreader	
S25	Snow Removal Equipment, Schmidt Airside STRATOS COMBI SOLIQ-QUATRO DISC Sprayer/Spreader	
S26	Snow Removal Equipment, Schmidt Airside STRATOS ACE Sprayer/Spreader	
S27	Snow Removal Equipment, Snow Dragon SND900 Snow Melter	
S28	Snow Removal Equipment, Snow Dragon SND1800 Snow Melter	
S29	Snow Removal Equipment, Snow Dragon SND5400 Snow Melter	
S30	Snow Removal Equipment, Snow Dragon SNF-075 Snow Feeder	
S31	Snow Removal Equipment, Henderson RSP-10-36-FT-ST Reversible Snow Plow	
S32	Snow Removal Equipment, Henderson MSP Reversible Snow Plow	
S33	Snow Removal Equipment, Henderson OWP 30-53-11 One-way Snow Plow	
S34	Snow Removal Equipment, Henderson OWR 30-48-10 Full Trip Reversible One-way Snow Plow	
S35	Snow Removal Equipment, Henderson H-UBS 10 Reversible Underbody Scraper	
S36	Snow Removal Equipment, Henderson FA-UBS 10 Fixed Angle Underbody Scraper	

S37	Snow Removal Equipment, Henderson TASKFORCE Granular/Liquid Ice Control Spreader	
S38	Snow Removal Equipment, Henderson FSH-I Spreader	
S39	Snow Removal Equipment, Henderson FSM Spreader	
S40	Snow Removal Equipment, Henderson FSP Spreader	
S41	Snow Removal Equipment, Henderson HPS-LITE Spreader	
S42	Snow Removal Equipment, Henderson TGS Spreader	
S43	Snow Removal Equipment, Henderson RTS Spreader	
S44	Snow Removal Equipment, Henderson First Response 3-N-1 System Spreader	
S45	Snow Removal Equipment, Henderson LAS Liquid Application Spreader	

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

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

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

ARTICLE 1: SCOPE OF SERVICES

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

ARTICLE 2: THE COMPLETE AGREEMENT

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

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

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

ARTICLE 3: LEGAL AUTHORITY

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

ARTICLE 4: APPLICABLE LAWS

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

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS

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

ARTICLE 12: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 12, 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 warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 13: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. 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 indemnitees] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 14: TERMINATION FOR CAUSE

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

ARTICLE 15: TERMINATION FOR CONVENIENCE

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

ARTICLE 16: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 17: GOVERNING LAW & VENUE

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

ARTICLE 18: PAYMENT OF H-GAC FEE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including but not limited to the payment of the applicable **H-GAC** Order Processing Charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable Order Processing Charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable Order Processing Charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For all sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable Order Processing Charge to **H-GAC**. Further, **CONTRACTOR** agrees to encourage

entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions, including but not limited to, contract termination, if CONTRACTOR fails to promptly remit H-GAC's Order Processing Charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 19: LIQUIDATED DAMAGES

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

ARTICLE 20: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

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

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

ARTICLE 21: CHANGE OF CONTRACTOR STATUS

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

ARTICLE 22: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

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

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

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Date: _____, 20__

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven R Christensen, National Sales Manager, Asphalt Zipper, Inc.

Name and Title of Authorized Representative


Signature

8 JAN 2009
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 09

In the County Commission of said county, on the 15th day of January 20 09

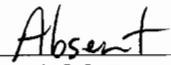
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Purchase – 84-123109SS – Video Camera Systems for Patrol Cars with L3 Communications Mobile-Vision, Inc. of Boonton, New Jersey. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

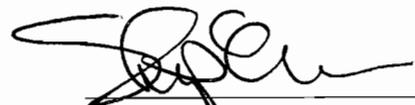
Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
VIDEO CAMERA SYSTEMS FOR PATROL CARS WITH MAINTENANCE**

THIS AGREEMENT dated the 15th day of January 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **L3 Communications Mobile-Vision, Inc.** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Video Camera Systems for Patrol Cars with Maintenance, L3 Communications Quotation Numbers 0067009, 0063290, 063286, dated August 13, 2008. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference.

2. **Purchases/Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Sheriff Department with Video Camera Systems Equipment for Patrol Cars, as identified and responded to in the Contractor's quotations. Equipment and service shall be provided for the prices set forth in the Contractor's quotations as needed and as ordered by the County. Equipment and maintenance per quotation number 0067009:

MVD-FB2DVS – Flashback 2 Digital Video System, \$4,715.00 each, quantity of 20, for a total of \$94,300.00;

MVD-IR-CAM – Option, Flashback IR Camera with cables, \$295.00 each, quantity of 20, for a total of \$5,900.00;

MVD-FB2-USB-128 – Key, USB, 128 for Flashback 2, \$21.95 each, quantity of 20, for a total of \$439.00;

MV-POUCH-VLP – Black Leather Pouch for VLP Transmitter, \$25.00 each, quantity of 20, for a total of \$500.00;

1 Year of Maintenance - /EMA STD YR 1, \$250.00 each, quantity of 20, for a total of \$5,000.00.

Total initial cost of contract is \$106,139.00. Future maintenance pricing shall be firm as outlined in quotation numbers 0067009, 0063290 and 0063286. The maintenance shall be billed and will be paid annually by the County.

3. **Delivery** - Contractor agrees to deliver the equipment within 60 days after receipt of Notice to Proceed.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the Contractor's quotations referenced herein. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's quotations. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its quotations if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

L3 COMMUNICATIONS MOBILE-VISION INC BOONE COUNTY, MISSOURI

by 
Charles A. Vlcek
title Vice President, Sales & Marketing

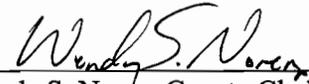
by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

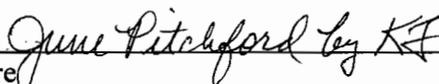

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not result create a measurable county obligation at this time.)

 2901-92300-\$101,139.00, 2901-60050-\$5,000.00
Signature Date Appropriation Account



communications

Mobile-Vision, Inc.

90 Fanny Road
Boonton, NJ 07005
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0067009
QUOTATION DATE: 12/16/2008

SALESPERSON: XX
CUSTOMER NUMBER: MOBOONE

Sold To:
Boone County Sheriff's Dept
2121 County Drive
Columbia, MO 65202

Ship To:
Boone County Sheriff's Dept
2121 County Drive
Columbia, MO 65202

Confirm To:
Captain Chad Martin

Bill-To Phone: (573) 875-1111

Page: 1

Customer P.O.	Ship VIA UPS GROUND	F.O.B. BOONTON, NJ	Terms Net 30 Days		
Item Number	Unit	Ordered	Retail	Discounted Price	Amount
MVD-FB2DVS Flashback 2 Digital Video System	EACH	20.00	5,295.00	4,715.00	94,300.00
MVD-IR-CAM Option, Flashback IR Camera w/cables	EACH	20.00	295.00	295.00	5,900.00
MVD-FB2-USB-128 Key, USB, 128 for Flashback 2	EACH	20.00	29.95	21.95	439.00
MV-POUCH-VLP Black Leather Pouch for VLP Transmitter	EACH	20.00	25.00	25.00	500.00
Customer to arrange for own installation. Need car types and DVR locations when processing order.					
/EMA STD YR 1 Sales EMA Standard Yr 1	EACH	20.00		250.00	5,000.00
/EMA STD YR 2 Sales EMA Standard Yr 2	EACH	20.00		300.00	6,000.00
/EMA STD YR 3 Sales EMA Standard Yr 3	EACH	20.00		375.00	7,500.00
/EMA STD YR 4 Sales EMA Standard Yr 4	EACH	20.00		475.00	9,500.00

Signing below is in lieu of a formal P.O. Your signature will authorize acceptance of both pricing and product:

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 129,139.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 129,139.00



communications

Mobile-Vision, Inc.

90 Fanny Road
Boonton, NJ 07005
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0063290
QUOTATION DATE: 8/13/2008

SALESPERSON: XX
CUSTOMER NUMBER: MOBOONE

Sold To:
Boone County Sheriff's Dept
2121 County Drive
Columbia, MO 65202

Ship To:
Boone County Sheriff's Dept
2121 County Drive
Columbia, MO 65202

Bill-To Phone: (573) 875-1111

Page: 1

Customer P.O.	Ship VIA	F.O.B.	Terms	
EMA QUOTE	UPS GROUND	BOONTON, NJ	Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount
Revised 12/15/08 to reflect pricing as per bid (EMA) EXTENDED MAINTENANCE AGREEMENT FOR YOUR MOBILE-VISION BACKEND SOLUTION				
/EMA DEP2706 1 EMA DEP2706 YEAR 1	EACH	1.00	1,895.00	1,895.00
SN 41GHFG1, 210PFG1 & 710PFG1 COVERAGE DATES: 7/17/09 - 7/16/10				
/EMA DEP2706 2 EMA DEP2706 YEAR 2	EACH	1.00	1,895.00	1,895.00
SN 41GHFG1, 210PFG1 & 710PFG1 COVERAGE DATES: 7/17/10 - 7/16/11				
/EMA DEP2706 3 EMA DEP2706 YEAR 3	EACH	1.00	2,950.00	2,950.00
SN 41GHFG1, 210PFG1 & 710PFG1 COVERAGE DATES: 7/17/11 - 7/16/12				
/EMA DEP2706 4 EMA DEP2706 YEAR 4	EACH	1.00	2,950.00	2,950.00
SN 41GHFG1, 210PFG1 & 710PFG1 COVERAGE DATES: 7/17/12 - 7/16/13 NOTE: THIS IS THE LAST YEAR AN EMA CAN BE OFFERED ON THE ABOVE MENTIONED SERIAL NUMBERS				

Subtotal:	9,690.00
Shipping and Handling:	0.00
Sales Tax:	0.00
Order Total:	9,690.00



communications

Mobile-Vision, Inc.

90 Fanny Road
Boonton, NJ 07005
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0063286
QUOTATION DATE: 8/13/2008

SALESPERSON: XX
CUSTOMER NUMBER: MOBOONE

Sold To:
Boone County Sheriff's Dept
2121 County Drive
Columbia, MO 65202

Ship To:
Boone County Sheriff's Dept
2121 County Drive
Columbia, MO 65202

Bill-To Phone: (573) 875-1111

Page: 1

Customer P.O.	Ship VIA	F.O.B.	Terms	
EMA QUOTE	UPS GROUND	BOONTON, NJ	Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount
(EMA) EXTENDED MAINTENANCE AGREEMENT FOR YOUR MOBILE-VISION IN CAR VIDEO SYSTEMS				
/EMA STD YR 2	EACH	10.00	300.00	3,000.00
Sales EMA Standard Yr 2				
SN FB014305,06,07,08,09,10,11,12,13 & 14 COVERAGE DATES: 2/14/10 - 2/13/11				
/EMA STD YR 3	EACH	10.00	375.00	3,750.00
Sales EMA Standard Yr 3				
SN FB014305,06,07,08,09,10,11,12,13 & 14 COVERAGE DATES: 2/14/11 - 2/13/12				
/EMA STD YR 4	EACH	10.00	475.00	4,750.00
Sales EMA Standard Yr 4				
SN FB014305,06,07,08,09,10,11,12,13 & 14 COVERAGE DATES: 2/14/12 - 2/13/13				
NOTE: THIS IS THE LAST YEAR AN EMA CAN BE OFFERED ON THE ABOVE MENTIONED SERIAL NUMBERS				

Subtotal:	11,500.00
Shipping and Handling:	0.00
Sales Tax:	0.00
Order Total:	11,500.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

15th

day of January

20 09

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the 2007 Revenue Sharing reallocation of funds for the City of Rocheport:

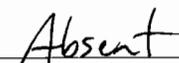
\$1,000.00 (approximated) – for use of a concrete insert for the sewer, located at the corner of Second and Central Streets.

\$24,386.71 (approximated due to approximation for the above request) – for the use of constructing a road to the new boat marina at the creek opening on Moniteau Street.

Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

12-2009

JAN 8 2009

City of Rocheport

108 Central Street - P.O. Box 53
Rocheport, Missouri 65279
573-698-3245 Fax 573-698-3205

January 7, 2009

Mary Schooley
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

Dear Mary,

This letter is to request \$24,000.00 of the 2007 Boone County Revenue Sharing money that is remaining.

These funds, if approved by the Boone County Commission will be put to use for a concrete insert for the sewer, located at the corner of Second and Central streets. Installing this concrete insert with a grate will insure safety for all pedestrians as well as automobile traffic. The cost of this repair will be approximated at \$1000.00.

The remaining use for the funds will be to construct a road to the new Boat Marina at the creek opening on Moniteau Street. This project is mostly funded by the Department of Conservation. These cost would be for labor, machine work and gravel.

Thank you for consideration of these requests.

Regards


Shirley Jenking-Old
City Clerk
City of Rocheport

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned . Term. 20 09

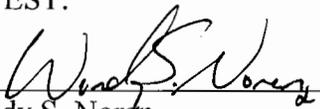
In the County Commission of said county, on the 15th day of January 20 09

the following, among other proceedings, were had, viz:

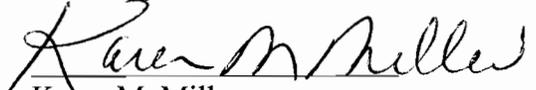
Now on this day the County Commission of the County of Boone does hereby approve the attached Adopt-a-Road application for the adoption of one mile of Bonne Femme Church Road by Family Worship Center.

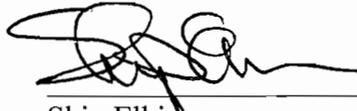
Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

DEC - 3 2008

Boone County Public Works Adopt-A-Road Application and Information Sheet

Date: 12-03-08
 Road Name: Boone Femme Church Rd Starting Point: Corner of Boone Femme & other rd. WEST Ending Point: 1 mile Down Road which goes past the church
 (Minimum of 1 mile for adoption)

Subject to approval by the Boone County Commission, do you wish to have a sign with your group's name posted on the adopted roadway? YES NO

Will your group commit to controlling litter on this section of roadway for up to 3 years? YES NO

Organization Name: Family Worship Center
 (As it should appear on the Adopt-A-Road Sign, if requested)

Contact Person: Heriman L. Jacques Title: Visitation Department - Head

Address: 2012 OSAGE Dr. City: Columbia, MO Zip: 65202-2953

Phone # 1: 214-2262 Phone # 2: 529-3535 ^{cell} FAX: _____ Email Address: hpatticia@Centurytel.NET

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Alternate Contact Person: Patricia Jacques Title: Same

Address: 2012 OSAGE Dr. City: Columbia, MO Zip: 65202-2953

Phone # 1: 214-2262 Phone # 2: 529-3505 ^{cell} FAX: _____ Email Address: hpatticia@Centurytel.NET

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Please follow these guidelines at all times:

DO

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Public Works or Boone County Sheriff.
- Trespass on private property.

Heriman L. Jacques
 Signature (Contact Person)

Patricia Jacques
 Signature (Alternate Contact)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

15th

day of January

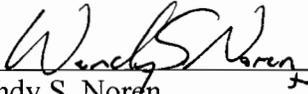
20 09

the following, among other proceedings, were had, viz:

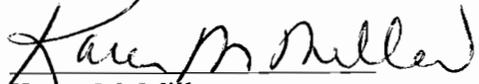
Now on this day the County Commission of the County of Boone does hereby approve the Roadway Maintenance Acceptance Certificate for Brynleigh Ct., Brookhill Ct., Brookhill Dr., Steiner Glen Dr., and Summerhill Dr. It is further ordered the Presiding Commissioner is hereby authorized to sign said certification.

Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**ROADWAY MAINTENANCE
ACCEPTANCE CERTIFICATION**

Road Name: Brynleigh Ct., Brookhill Ct., Brookhill Dr., Steiner Glen Dr. and Summerhill Dr.

Subdivision Name: Settlers Ridge Plat 1 is located in the Southwest quarter of Section 9, Township 49 North, Range 12 West, Boone County, Missouri as shown on the plats thereof recorded in Plat Book 39, Page 16 of the Boone County, Missouri records.

Description of Roadway: Brynleigh Ct. is an concrete surface road thirty-two (32) feet wide with curb and gutters and extends west from Summer Hill Dr. a distance of eight hundred ten (810) feet with a thirty-eight (38) foot cul-de-sac.

Brookhill Ct. is an concrete surface road thirty-two (32) feet wide with curb and gutters and extends north from Brookhill Hill Dr. a distance of five hundred eighty-nine (589) feet to the intersection of Steiner Glen Dr.

Brookhill Drive. is an concrete surface road thirty-two (32) feet wide with curb and gutters and extends west from Summer Hill Dr. a distance of five hundred seventy-four (574) feet to the start of Brookhill Ct.

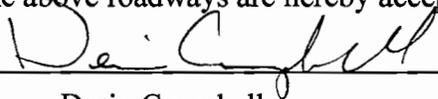
Summerhill Dr. is an concrete surface road thirty-two (32) feet wide with curb and gutters and extends west from Brown Station Rd past the intersections of Brynleigh Ct. and Brookhill Dr. to the intersection of Brookhill Ct.. a distance of one thousand eight (1,008) feet.

Steiner Glen Dr. is an concrete surface road thirty-two (32) feet wide with curb and gutters and extends west from Brown Station Road through Brookhill Ct. intersection a distance of eight hundred seven (807) feet to the start of Settlers Ridge Plat 2 connection point.

Variances(s): none

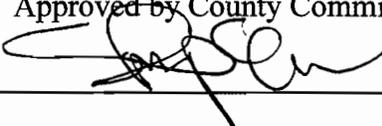
Other Comments: These roads were built by Emery Sapp & Sons, contractors for the T-Vine Development and according to the Design by Allstate Consultants, P.C.

The above roadways are hereby accepted from private to County concrete road maintenance.



Derin Campbell
Interim Director of Public Works

Date

Approved by County Commission:


Date

BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI

ORDER OF ROADWAY MAINTENANCE ACCEPTANCE AND
ACCEPTANCE OF EASEMENTS

Now on this 15th day January 2009, the County Commission of Boone County, Missouri met in regular session and entered the following order:

Whereas, the platted roadways of Settlers Ridge Plat 1, Brynleigh Ct., Brookhill Ct., Brookhill Dr., Summerhill Dr. and Steiner Glen Dr. as recorded in Plat Book 39, Page 16 of the Boone County , Missouri records

Whereas, the County finds that the above described roadways are acceptable from private concrete roadways to concrete roadways accepted for road maintenance, as attested by the Roadway Maintenance Acceptance Certificate for said roadways,

Now therefore it is ordered, that the County Commission authorizes the Presiding Commissioner to sign the Roadway Maintenance Acceptance Certificate for said Brynleigh Ct., Brookhill Ct., Brookhill Dr., Summerhill Dr. and Steiner Glen Dr on behalf of the County Commission and further assumes responsibility for maintenance from and after the date of this order, and

It is also ordered, that this order be certified by the County Clerk and be recorded in the Office of the Recorder of Deeds.

So ordered on the above date and year.

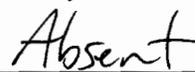
ATTEST:


Wendy Noren, County Clerk

Approved as to legal form:


C.J. Dykehouse, County Counselor

BOONE COUNTY, Missouri
by the Boone County Commission


Ken Pearson, Presiding Commissioner


Karen M. Miller, District I Commissioner


Skip Elkin, District II Commissioner

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 1/20/05

Plat 39
Page 16

Date letter requesting acceptance received: _____

Development Name: Settlers Ridge Plat #1

Roadway Name: Brynleigh Court Sheet 1 of 1
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete

Roadway Width 32' from STA 0+16 to 706.69
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material _____

Length of Roadway 810' from 9/4 Summerhill Dr. to back edge of cul-de-sac.

ROW Width 50'

Cul-de-sac surface Concrete Radius 38'

Sidewalks: Yes No To be installed by homeowners

Curb & Gutter: Rollback Barrier

Comments: Built as per plans and specifications of Allstate Consultants.

[Signature]
Supervisor's Signature

12/30/08
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 1/20/05

Date letter requesting acceptance received: _____

Development Name: Settlers Ridge Plat #1

Roadway Name: Brookhill Court Sheet 1 of 1
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete

Roadway Width 32' from Sta 5+90 to 12+19.93
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material _____

Length of Roadway 589' from Sta 5+90 to 12+19.93

ROW Width 50'

Cul-de-sac surface N/A Radius _____

Sidewalks: Yes No To be installed by homeowner.

Curb & Gutter: Rollback Barrier

Comments: Built as per plans and specifications by Allstate Consultants

[Signature]
Supervisor's Signature

12/30/08
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 1/20/05

Date letter requesting acceptance received: _____

Development Name: Settlers Ridge Plat 1

Roadway Name: Brookhill Drive Sheet 1 of 1
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete

Roadway Width 32' from Sta 0+16 to 5+90
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material _____

Length of Roadway 574' from 9/8 Summerhill Dr. to Brookhill Court connection
0+16 to 5+90

ROW Width 50'

Cul-de-sac surface N/A Radius _____

Sidewalks: Yes No To be installed by homeowner

Curb & Gutter: Rollback Barrier

Comments: Built as per plans and specification from Allstate
Consultants.

[Signature]
Supervisor's Signature

12/30/08
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 1/20/05

Date letter requesting acceptance received: _____

Development Name: Settlers Ridge Plat #1

Roadway Name: Summerhill Drive Sheet 1 of 1
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete

Roadway Width 32' from Sta 1+12 to 10+57
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material _____

Length of Roadway 1008' from edge road N. Brown Sta. to back curb Brookhill Ct.

ROW Width 50'

Cul-de-sac surface N/A Radius _____

Sidewalks: Yes No To be installed by homeowner.

Curb & Gutter: Rollback Barrier

Comments: Built as per plans and specifications from Allstate Consultants, P.C.


Supervisor's Signature

12/30/08
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 1/20/05

Date letter requesting acceptance received: _____

Development Name: Settlers Ridge Plat #1

Roadway Name: Steiner Glen Drive Sheet 1 of 1
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete

Roadway Width 32' from Sta 1+12 to 8+75
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material _____

Length of Roadway 807' from edge road N. Braun Sta to end of pavement/ Settler Ridge Plat 2 connection

ROW Width 50'

Cul-de-sac surface N/A Radius _____

Sidewalks: Yes No To be installed by homeowner.

Curb & Gutter: Rollback Barrier

Comments: Built as per plans and specifications from Allstate Consultants, P.C.

[Signature] _____
Supervisor's Signature Date

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 09

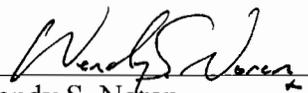
In the County Commission of said county, on the 15th day of January 20 09

the following, among other proceedings, were had, viz:

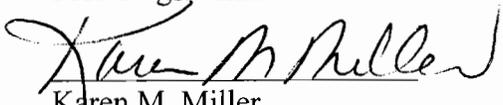
Now on this day the County Commission of the County of Boone does hereby approve an agreement between Boone County and the City of Hallsville for the use of a Sheriff patrol vehicle. It is further ordered the Acting Presiding Commissioner and the Presiding Commissioner are hereby authorized to sign said agreement.

Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

COOPERATIVE AGREEMENT

THIS AGREEMENT dated the 16th day of January, 2009, is made and entered into by and between Boone County, Missouri, a first class non-charter county, by and through its County Commission, herein "County," and the City of Hallsville, a municipal corporation, herein "City."

WITNESSETH:

WHEREAS, the City is in need of a patrol car for police services within the City; and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the temporary loan of one of its patrol cars; and

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The County will loan one (1) patrol car as selected by the Sheriff of Boone County, for such time periods as the Sheriff designates, to City for use as a patrol vehicle in the City.
2. The City will pay all expenses associated with the patrol vehicle while it is being used by the City, including gasoline, reasonable maintenance expenses and insurance expenses.
3. The City will be responsible for any and all liability that arises from the use of the patrol vehicle and agrees to hold the County harmless from any and all claims, suits, judgments or damages relating to the use of the patrol vehicle while it is loaned under this Agreement.
4. The Sheriff of Boone County may require the return of the patrol vehicle upon ten (10) days notice if the same is, in the sole discretion of the Sheriff, required for his operations, and the City agrees to return said vehicle in that event.

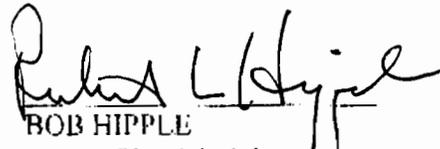
5. The signatories to this agreement, by signing this agreement, represent that they have obtained authority by order or ordinance to enter into this Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year indicated above.

BOONE COUNTY, MISSOURI

CITY OF HALLSVILLE


KAREN MILLER
Acting Presiding Commissioner


BOB HIPPLE
City Administrator

ATTEST:


WENDY S. NOREN
County Clerk

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

15th

day of January

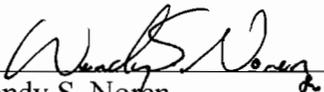
20 09

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the recommendation from the Personnel Advisory Committee to correct the Vacation Leave Policy (Section 2.4 of the Personnel Policy Manual) per the attached memorandum.

Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Human Resources

BETTY DICKNEITE
Director



601 E. Walnut-Room 211
Columbia, MO 65201
(573) 886-4395

January 9, 2009

TO: Ken Pearson, Presiding Commissioner
Karen Miller, District 1 Commissioner
Skip Elkin, District 2 Commissioner

FROM: Betty Dickneite, Chairperson
Personnel Advisory Committee

RE: Recommendation from Personnel Advisory Committee to correct Vacation Leave Policy (Section 2.4 of the Personnel Policy Manual)

The Personnel Advisory Committee met on January 8, 2009 and unanimously recommended a correction to Section 2.4 - Vacation Leave Policy. It is recommended that the words "**three year**" (as shown in bold and brackets in the second paragraph below) be deleted. This correction is to avoid any misinterpretation of the policy intent. The maximum leave accumulation was already defined in the previous paragraph as three times their annual accrual rate.

Current wording:

"An employee entitled to vacation leave that resigns or otherwise separates from the County shall be entitled to receive reimbursement for the amount of accrued vacation leave which does not exceed the maximum allowable accumulation. The maximum allowable accumulation (cap) is equal to three times their annual accrual rate."

Prior to January 1, 2009, employees may convert any existing balance of their vacation leave over the cap to sick leave. Thereafter, on an annual basis, any balance over the cap of the [three year] maximum vacation leave accumulation will be converted to the employee's sick leave balance. Once a conversion becomes effective, it cannot be changed."

Recommended wording:

"An employee entitled to vacation leave that resigns or otherwise separates from the County shall be entitled to receive reimbursement for the amount of accrued vacation leave which does not exceed the maximum allowable accumulation. The maximum allowable accumulation (cap) is equal to three times their annual accrual rate."

Prior to January 1, 2009, employees may convert any existing balance of their vacation leave over the cap to sick leave. Thereafter, on an annual basis, any balance over the cap of the maximum vacation leave accumulation will be converted to the employee's sick leave balance. Once a conversion becomes effective, it cannot be changed."

The Personnel Advisory Committee members voting in favor of this recommendation were: Bettie Johnson, Tom Schauwecker, June Pitchford, Bonnie Adkins (for Dan Knight), Ken Pearson, Stan Shawver, Betty Dickneite, Melinda Bobbitt, and Aron Gish

Members Not Present for Vote and no proxy given: Kay Murray, Wendy Noren, Pat Lensmeyer, Dwayne Carey, Christy Blakemore and Cathy Richards.

Should you have any questions, please let me know.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

15th day of January

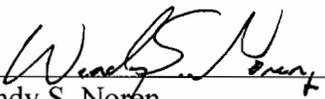
20 09

the following, among other proceedings, were had, viz:

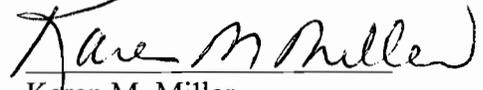
Now on this day the County Commission of the County of Boone does hereby appoint Greg Bier to the Industrial Development Authority for an interim term beginning January 15, 2009, and ending August 31, 2011.

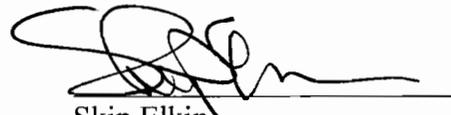
Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

RECEIVED JAN 05 2009 17-2009

Ken Pearson, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

off: 1/15/2009
Expires: 8/31/2011
term

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Industrial Development Authority Term: 1/5/2009

Current Township: Columbia Today's Date: 1/5/2009

Name: Greg Bier

Home Address: 6580 S. Sabine Dr. Zip Code: 65203

Business Address: 339 Cornell Hall University of Missouri Zip Code: 65211

Home Phone: 573-445-4242 Work Phone: 573-882-9026
Fax: _____ E-mail: Bierg@missouri.edu

Qualifications: 20 year career in planning and operations specialties with US Army,
Missouri Department of Corrections, and now teaching related areas for MU.

Past Community Service: Past chair of the Board of Adjustment

References: Glen Kleoppel, 446-1877
Chris Prestigiaco, 882-7227

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 09

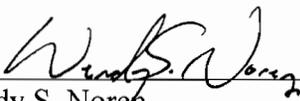
In the County Commission of said county, on the 15th day of January 20 09

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Greg Bier to the Board of Adjustment for an interim term beginning January 15, 2009, and ending April 30, 2012.

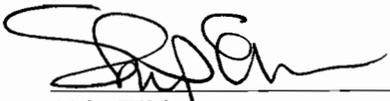
Done this 15th day of January, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

effective: 1/15/2009
expires: 4/30/2012
term
term

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Adjustment Term: 1/5/2009

Current Township: Columbia Today's Date: 1/5/2009

Name: Greg Bier

Home Address: 6580 S. Sabine Dr. Zip Code: 65203

Business Address: 339 Cornell Hall Univ. of Missouri Zip Code: 65211

Home Phone: 573-445-4242 Work Phone: 573-882-9026
Fax: _____ E-mail: Bierg@missouri.edu

Qualifications: 20 year career in planning and operations specialties with US Army,
Missouri Department of Corrections, and now teaching related areas for MU.

Past Community Service: Past Chair of the Board of Adjustment

References: Glen Kleoppel 446-1877
Chris Prestigiacomo
882-7227

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311