

3. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Categories of Equipment and Services

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, and distributors of snow removal equipment specifically designed and manufactured for use on airport runways, to make these types of products available to Members of the HGACBuy Cooperative Purchasing Program. This solicitation is also seeking respondent's offerings for related services, training, parts, and maintenance and service plans. Customers (end users/members) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. This solicitation requires a discount off the manufacturer's catalog for equipment consistent with this Solicitation. This discount will be shown as a specified percentage off list price (on HGAC's pricing form) and submittal of the list pricing. Respondents awarded contracts pursuant to this solicitation will be able to sell the awarded equipment to Members of HGACBuy during a **four (4) year contract period**.

This Solicitation is divided into separate but related product categories. Respondent is advised to offer a wide array, or catalog, of products and services within each product category listed below. When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This Invitation is meant to solicit responses for equipment and related services for multi-function airport runway snow removal equipment. The specific categories covered by this solicitation, which shall be referenced on the H-GAC pricing form, are as follows:

1. Self-propelled high-performance airport runway snow removal machines with sweeper(s)/brush(es), blower(s), and a plow;
2. Towable high-performance airport runway snow removal machines with sweeper(s)/brush(es) and blower(s), designed to be towed by plow vehicle (Item C);
3. Plow vehicle for airport runway snow removal that is designed to tow the sweeper(s)/brush(es) and blower(s) machine (Item B);
4. Options available for airport runway snow removal machines (please provide listing or catalog with prices and discount offered);
5. Equipment service and maintenance plans for airport runway snow removal machines (please provide listing or catalog with details, prices and discount offered);

6. Parts for airport runway snow removal machines (please reference catalog and discount offered);
7. Training services available for airport runway snow removal machines;
8. Related services and equipment, which could include runway surface condition management systems, and machine maintenance management.

Note: this solicitation is specific to the airport runway snow removal equipment described herein, and does not include snow and ice management equipment designed for general roadways, streets, highways, and other public venues - that equipment will be addressed in a separate solicitation. Additionally, this solicitation does not include equipment and services covered in other current HGACBuy contracts, including sweeping equipment, street maintenance equipment, grounds and turf equipment, and earth moving equipment.

3.2. Licensing and Permitting Requirements for Motor Vehicle Sales

Respondent must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the Solicitation or under any H-GAC contract.

1. Contractor/Supplier will be responsible for securing any and all inspections required by law, including State Inspection stickers. Any fee charged for these inspections is the responsibility of the Contractor/Supplier.
2. At the time of delivery to the Customer, Contractors/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment that may be required by the State of Texas to be registered for operation on public highways.
3. For motor vehicle sales in the State of Texas: TEXAS OCCUPATIONS CODE, TITLE 14, CHAPTER 2301 (Formerly known as "The Texas Motor Vehicle Commission Code"):
 1. Section 2301.251: License Required: Generally (a) Unless a person holds a license issued under this chapter authorizing the activity, the person may not (1) engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, vehicle lessor, or vehicle lease facilitator in this state.
 2. Sec. 2301.252: License required: Sale of New Motor Vehicles: (a) A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person: (1) holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or (2) is a bona fide employee of the holder of a franchised dealer's license.
4. Licensed Franchised Dealers submitting a Response for new cabs & chassis with installed bodies and other equipment, by this Statute, are required to employ properly licensed converters for the conversions of the new motor vehicles.
5. The Act of Submitting a Response is regarded as doing business, as the entity is soliciting a sale. Accordingly, each Respondent must be a manufacturer or licensed franchised dealer at the time the Response is submitted.

6. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required, and which are applicable to the respondent's operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.
7. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
8. The units bid shall be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of submission. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards (FMVSS), the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), the Texas Department of Transportation and the Texas Commission on Environmental Quality (TCEQ).

3.3. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.