

Reg# 180131



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

INV.

DATE 9-29-29

PURCHASING NAME

CITY OF ROUND ROCK

ADDRESS

LUTHER PETERSON PLACE

CITY

ROUND ROCK

TELEPHONE

512-218-5571

STATE

TX

ZIP CODE

78664

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2018	FREIGHTLINER	114SD	ORDER	
A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.				
MILEAGE:				
BUY BOARD CONTRACT #521-16				
CHASSIS SELLING PRICE 103,997.00				
VACTOR 2100 PLUS COMBINATION SEWER CLEANER 272,341.00				
BUY BOARD FEE \$400.00				
<p><i>El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completación de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completación de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.</i></p>				
<p><b>Disclaimer of Warranties</b></p> <p>Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it a liability in connection with the sale of this vehicle.</p>				
CUSTOMER SIGNATURE				
SALESMAN SIGNATURE KEVIN KRIEG				

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract."

MILEAGE:				TRADE-IN		LICENSE PLATE	
YEAR	MAKE	MODEL/BODY	VIN				
MILEAGE:							
YEAR	MAKE	MODEL/BODY	VIN			LICENSE PLATE	
MILEAGE:							
YEAR	MAKE	MODEL/BODY	VIN			LICENSE PLATE	
				TOTAL		376,738.00	
PAYOFF TO:				Trade Allowance		N/A	
ADDRESS:				Trading Difference		N/A	
TELEPHONE: / FAX:				Sales Tax		N/A	
GOOD UNTIL:				Vehicle Inventory Tax		N/A	
QUOTED BY:				License Fee		N/A	
SHOW LIEN TO:				Documentary Fee		N/A	
ADDRESS:				Federal Excise Tax		N/A	
				TOTAL SALE PRICE		376,738.00	
DATED: LIEN AMOUNT \$				Payoff on Trade			
DRAFT FOR \$				Ext. Service Agreement			
DRAFT THRU:				Less Deposit			
ADDRESS:				Total Balance Due		376,738.00	

Full disclosure required by federal regulation "Z". The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new cars or trucks other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer is liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas

Authorized Purchased List, Item # AC67

## **Presents a Proposal Summary**

of the

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**2100 Plus**

**Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System  
Mounted on a Heavy Duty Truck Chassis**

for

**Round Rock storm**

### **PRODUCT DESCRIPTION**

- 2100 PLUS with Roots 821-15" Hg. Blower, 15 Yard Debris body, 1500 Gallons of Fresh Water

### **STANDARD FEATURES**

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Roots 821-15" Hg. Blower
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve

- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights, Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only
- Vactor 2100 Plus Body Decal - Multi-Colored
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

#### **ADDITIONAL FEATURES**

- 3" Y-Strainer w/25' Fill Hose
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Externally Mounted Trash Pump w/Screen
- Pump Off Plumbing to Back of Cab
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Low Water Light w/Alarm and Water Pump Flow Indicator
- Air Purge
- Hot Shift Blower Drive
- Front Joystick Boom Control
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Indexing
- Rodder Hose Guard - Lexan
- Hose Reel Manual Rewind
- Handgun Hose Reel w/Spring Retract
- Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI

- Rodder Pump Drain Valves
- Hydraulic Oil Temp Alarm
- Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Front Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Hand Light w/Bumper Plug
- Strobe Light, Rear, Federal Signal US-5 Series, Amber
- Rear Beacon Limb Guard
- Debris Body-Up Alarm
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Toolbox, Driver Side Subframe, 18w x 24h x 24d
- Safety Cone Storage Rack - Post Style
- Water Cooler Storage Rack
- Blower High Temperature Safety Shutdown
- (2) 8" x 7'-6" Aluminum Vacuum Tube
- (2) 8" Quick Clamp Assembly
- 1" x 10' Leader Hose Assembly
- (2) Flexible Hose Guides

Chassis Source - Customer Supplied
Module Paint Match Cab - Yes
Module Paint Color - White
Cab Color - White
Door Stripe Color - None
Chassis Axle - Tandem
Certified Unit Weight Required - No

<b>Factory Total:</b>	<b>\$272,341</b>

	Price valid for 30 Days from date of 9/8/2017

Product Model: 2100PLUS
Product Model: 2100PLUS
Proposal Date: 9/8/2017
Quote Number: 2017-20148
Price List Date: 1/1/2017
P.O. Number:



Payment Terms:

Proposal Notes:

1. 1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. 2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. 3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

Date:

**LIMITED WARRANTY**

**Limited Warranty.** Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

**STANDARD EXTENDED WARRANTIES (Total Warranty Duration)**

<u>2100 Series, HXX, Series and Jetters</u>	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
<u>2100 Series and HXX only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V####.

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.

6. Items subject to misuse, negligence, accident or improper maintenance.

**\*NOTE\*** The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.**

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

VACTOR/GUZZLER MANUFACTURING  
1621 S. Illinois Street  
Streator, IL 61364

**ORDERS:** All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgement.

**F.O.B. Point:** Unless otherwise stated, all prices listed are F.O.B. factory.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable

control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

**SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

**TAXES:** The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

**PRODUCT IMPROVEMENTS:** Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

**MOUNTING PRICES:** Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

**WARRANTY:** Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein, THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

**IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.**

**SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.**

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions: \_\_\_\_\_

Date: \_\_\_\_\_

[Administration](#)[RFQ](#)[Purchase Order](#)[Reports](#)[Shopping Cart](#)Welcome **Yvonne**  
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## Vendor Contract Information

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Freightliner of Austin[X]

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#### [Category](#)

None Selected

#### [Contract](#)

None selected

[Additional Resources](#)**Vendor Name:** Freightliner of Austin**Address:** 1701 Smith Road

Austin, TX 78721

**Phone Number:** (512) 389-0000**Email:** carlton@ftl1.com**Website:** <http://www.freightlinerofaustin.com>**Federal ID:** 26-1564219**Contact:** Carlton Hempel**Accepts RFQs:** Yes**Minority Owned:** No**Women Owned:** No**Service-Disabled Veteran Owned:** No**EDGAR:** Yes**Contract Name:** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**Contract Description:** Compact, mid-size and full size sedans; crossovers; sport utility SUVs; midsize, full-size & heavy duty pickups; passenger & cargo vans; law enforcement vehicles & motorcycle; cab chassis trucks; heavy duty trucks & tractors; program vehicles; repair parts/service**Contract#:** 521-16**Effective Date:** 12/01/2016**Expiration Date:** 11/30/2019**Service Fee:** Vehicles purchase orders are subject to a \$400 service fee**Payment Terms:** Net 30 days**Delivery Days:** 60**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Contract Exceptions:** The term "program vehicle" refers to a factory owned vehicle that has been used for demonstration and test drive purposes throughout the year the vehicle was released and is considered a used vehicle. Program vehicles do not maintain the Manufacturers Certificate Origin (MCO) as that only applies new vehicles. Program vehicles also include vehicles purchased from car rental agencies, again considered used vehicles, and are usually one year old lease returns with a years' worth of mileage (maximum of 25,000 miles).**Additional Info:** NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for delivery fee explained below, all vehicle fees (i.e. pre-deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a vehicle fee and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members. EDGAR Vendor Certification Form (relating CFR Part 200 & Appendix II) is included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.**Quote Reference Number:** 521-16



**Return Policy:** No returns

**Contract Documents**

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**EDGAR Notice:** [Click to view EDGAR Notice](#)

**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)

**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)

**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

October 19, 2016

**Sent Via E-mail: carlton@ftl1.com**

Carlton Hempel  
Freightliner of Austin  
1701 Smith Rd.  
Austin, TX 78721

**Re: Notice of The Local Government Purchasing Cooperative Award**

**Proposal Name and Number:** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor  
Proposal No. 521-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 521-16 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas  
BuyBoard

Procurement

Director

v.12.15



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,  
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.





October 19, 2016

**Sent Via E-mail: carlton@ftl1.com**

Carlton Hempel  
Freightliner of Austin  
1701 Smith Rd.  
Austin, TX 78721

**Re: Notice of National Purchasing Cooperative Piggy-Back Award**

**Proposal Name and Number:** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor  
Proposal No. 521-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

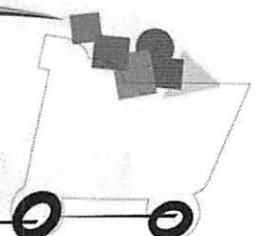
**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,

BuyBoard Procurement Director  
v.12.15

P.O. Box 400, Austin, Texas 78767-0400  
800.695.2919 • [buyboard.com](http://buyboard.com)





12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

509

## PROPOSER'S AGREEMENT AND SIGNATURE

**Proposal Name:** Vehicles, Heavy Duty Trucks,  
Police Motorcycles, Parts, and Service Labor

**Proposal Opening Date and Time:**  
August 24, 2016 at 2:00 PM

**Proposal Number:** 521-16

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** December 1, 2016  
through November 30, 2017 with two (2) possible  
one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
October 2016

Freightliner of Austin

Name of Proposing Company

8-26-16  
Date

1701 Smith Rd.

Street Address

  
Signature of Authorized Company Official

Austin, TX 78721

City, State, Zip

Carlton Hempel

Printed Name of Authorized Company Official

512-389-0000

Telephone Number of Authorized Company Official

Vice President

Position or Title of Authorized Company Official

512-389-2663

Fax Number of Authorized Company Official

26-1564219

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

CD & Pricelist

H-N N-y E-y





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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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## **VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: Freightliner of Austin General Contact Name: Carlton Hempel

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

**Option 1: Internet.** Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

**Option 2: Fax.** Vendors need a designated fax line available at all times to receive purchase orders.

Please choose **only one (1)** of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: Carlton@FTL1.com

Internet Contact: Carlton Hempel Phone: 512-389-0000

Alternate E-mail Address: Jay@FTL1.com

Alternate Internet Contact: Jay Hendrix Phone: 512-389-0000

☐ I will receive purchase orders via **FAX**.

Fax Number: \_\_\_\_\_

Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: Carlton@FTL1.com

Alternate E-mail Address: Jay@FTL1.com

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1701 Smith Rd. Department: \_\_\_\_\_

City: Austin State: TX Zip Code: 78721

Contact Name: Scott Miller Phone: 512-389-0000

Fax: 512-389-2663 E-mail Address: Smiller@f+L1.COM

Alternative E-mail Address: \_\_\_\_\_



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☒ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin

Company Name

  
Signature of Authorized Company Official

Carlton Hempel

Printed Name

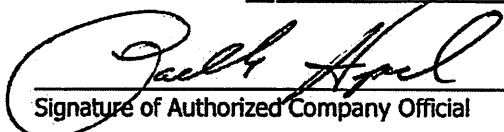
### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin

Company Name

  
Signature of Authorized Company Official

Carlton Hempel

Printed Name



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### **RESIDENT / NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

### **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin

Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

Carlton Hempel

Printed Name





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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
  - ☐ **Women Owned Business**
  - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

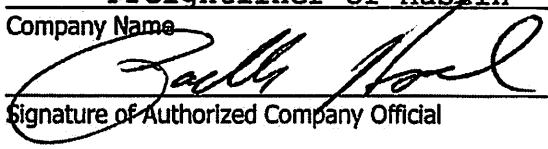
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**Name of Certifying Agency:**

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- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin  
Company Name  
  
Signature of Authorized Company Official  
Carlton Hempel  
Printed Name




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### **AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

<u>Freightliner of Austin</u>	
Company Name	
	<u>Carlton Hempel</u>
Signature of Authorized Company Official	Printed Name
	<u>8-26-16</u>
	Date



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## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>





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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.<sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

- 
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
  - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
  - iii. Tex. Gov't Code §2254.004 and §791.011(h)
  - iv. Tex. Occ. Code §1051.703
  - v. Tex. Occ. Code §1001.0031(c)
  - vi. Tex. Occ. Code §1001.053
  - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
  - viii. Tex. Gov't Code §2253.021(a)

*Issued March 31, 2014*



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## **DEVIATION AND COMPLIANCE SIGNATURE FORM**

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

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### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☐ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

---

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

---

3. Number of Days for Delivery: 60+ ARO

4. Vendor Reference/Quote Number: Buy Board Trucks

5. State your return policy: No returns

---

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

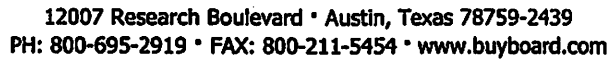
Freightliner of Austin  
Company Name

Signature of Authorized Company Official

FORM G

Carlton Hempel  
Printed Name

COMM.V.11.18.15



**If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.**

**COMM.V.11.18.15**



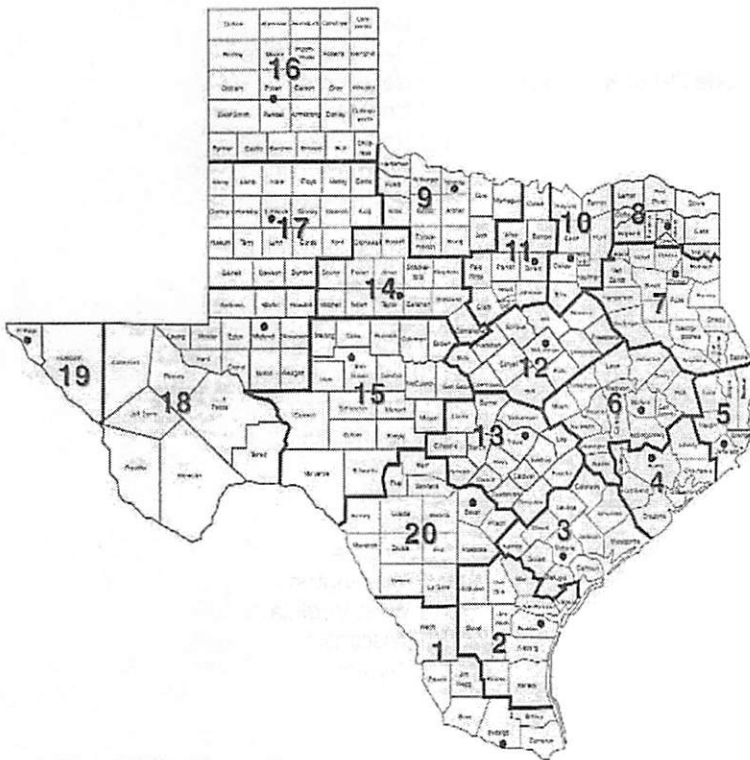
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## TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers

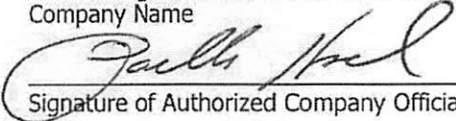


☒ I will service Texas Cooperative members statewide.

☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

Freightliner of Austin  
Company Name

  
Signature of Authorized Company Official

Carlton Hempel  
Printed Name

☐ I will not service members of the Texas Cooperative.



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## STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Freightliner of Austin

Company Name

  
Signature of Authorized Company Official

Carlton Hempel

Printed Name





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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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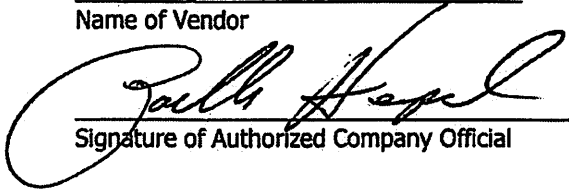
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Freightliner of Austin  
Name of Vendor

  
Signature of Authorized Company Official

8-26-16  
Date

521-16  
Proposal Invitation Number

Carlton Hempel  
Printed Name of Authorized Company Official



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## **FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 14,852,000.00 (The period of the 12 month period is 8/1/15 - 7/31/16). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

☒ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 28 Proposed Discount (%): 30

Explanation: The discount has been increased by Freightliner for this proposal

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin

Company Name

  
Signature of Authorized Company Official

FORM L

Carlton Hempel

Printed Name

COMM.V.11.18.15



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## **GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Discount</u>	<u>Quantity/ Volume</u>	<u>FOB Term</u>
1. <u>LCRA</u>	<u>Troy Fulmar</u>	<u>512-482-6247</u>	<u>0%</u>	<u>1</u>	<u>Net 30</u>
2. <u>Travis Co.</u>	<u>Mike Joyce</u>	<u>512-854-4658</u>	<u>0%</u>	<u>3</u>	<u>Net 30</u>
3. <u>Bastrop Co.</u>	<u>Melissa Jackson</u>	<u>512-332-7210</u>	<u>0%</u>	<u>1</u>	<u>Net 30</u>
4. <u>City of Austin Will O'Connor</u>	<u>512-927-3297</u>	<u>0%</u>	<u>1</u>	<u>Net 30</u>	
5. <u>Williamson Co.</u>	<u>Randy Rogers</u>	<u>512-943-3362</u>	<u>0%</u>	<u>1</u>	<u>Net 30</u>

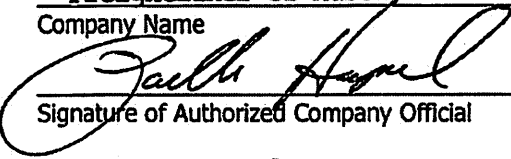
Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, please explain:

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By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Freightliner of Austin  
Company Name  
  
Signature of Authorized Company Official  
Carlton Hempel  
Printed Name



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## MARKETING STRATEGY

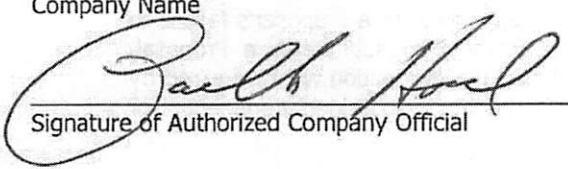
For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)

Attach additional pages if necessary.

Freightliner of Austin will continue to market the BuyBoard in a manner consistent with what we have done on previous contracts. We will continue to market our to existing BuyBoard members through follow ups and product demonstrations. We will market the BuyBoard to new members through our participation in trade associations and municipal associations

Freightliner of Austin

Company Name

  
Signature of Authorized Company Official

Carlton Hempel

Printed Name





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## **CONFIDENTIAL/PROPRIETARY INFORMATION FORM**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*



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**B. Copyright Information**

Does your Proposal (Including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



**NO**, Proposal (Including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



**YES**, Proposal (Including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

\_\_\_\_\_  
(Attach additional sheets if needed.)

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Freightliner of Austin

Company Name

  
Signature of Authorized Company Official

Carlton Hempel

Printed Name

8-26-16  
Date



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## **VENDOR BUSINESS NAME FORM**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Austin Trucks & Equipment LTD DBA

**Name of Proposing Company:** Freightliner of Austin

*(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**

Individual/Sole Proprietor \_\_\_\_\_

Corporation \_\_\_\_\_

Limited Liability Company \_\_\_\_\_

Partnership ☒ \_\_\_\_\_

Other \_\_\_\_\_

If other, identify \_\_\_\_\_

**State of Incorporation** (if applicable): \_\_\_\_\_

**Federal Employer Identification Number:** 26-1564219

*(Vendor must include a completed IRS W-9 form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Freightliner of Austin

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**AUSTIN TRUCK & EQUIPMENT, LTD.**

Business name/disregarded entity name, if different from above

**FREIGHTLINER OF AUSTIN**

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

**1701 SMITH RD.**

City, state, and ZIP code

**AUSTIN, TX 78721**

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Employer identification number

2 6 - 1 5 6 4 2 1 9

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

*Rita Arila*

Date ▶

8-23-16

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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## **EDGAR VENDOR CERTIFICATION FORM**

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

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### **1. Vendor Violation or Breach of Contract Terms:**

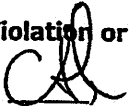
Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

#### **Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)**

- ☒ **YES, I agree to the above.** (Initial: )
- ☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)





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## 2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

### Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ **YES, I agree to the above.** (Initial: CH)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

## 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

### Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ **YES, I agree to the above.** (Initial: CH)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)



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#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ YES, I agree to the above. (Initial: CH)  
☐ NO, I do **NOT** agree to the above. (Initial: \_\_\_\_\_)

---

#### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ YES, I agree to the above. (Initial: CH)  
☐ NO, I do **NOT** agree to the above. (Initial: \_\_\_\_\_)



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**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

**Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):**

- ☒ **YES, I agree to the above.** (Initial: AL)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):**

- ☒ **YES, I agree to the above.** (Initial: AL)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Vendor Certification, Item 8 (Debarment and Suspension):**

- ☒ **YES, I agree / certify to the above.** (Initial: CA)  
☐ **NO, I do NOT agree / certify to the above.** (Initial: \_\_\_\_)

---

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):**

- ☒ **YES, I agree to the above.** (Initial: CA)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_)

---

**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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**Vendor Certification, Item 10 (Procurement of Recovered Materials):**

- ☒ **YES, I agree to the above.** (Initial: CL)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

**Vendor Certification, Item 11 (Profit as Separate Element of Price):**

- ☒ **YES, I agree to the above.** (Initial: CL)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

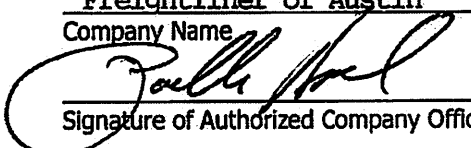
**12. General Compliance and Cooperation with Cooperative Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

**Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):**

- ☒ **YES, I agree to the above.** (Initial: CL)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Freightliner of Austin  
Company Name  
  
Signature of Authorized Company Official  
Carlton Hempel  
Printed Name





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## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- ☒ **Completed: Proposer's Agreement and Signature (Form A)**
- ☒ **Completed: Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options (Form B)**
- ☒ **Completed: Felony Conviction Disclosure and Debarment Certification (Form C)**
- ☒ **Completed: Resident/Nonresident Certification (Form D)**
- ☒ **Completed: Historically Underutilized Business (HUB) Certification (Form E)**
- ☒ **Completed: Affirmation Regarding Construction Related Goods and Services (Form F)**
- ☒ **Completed: Deviation/Compliance Signature Form (Form G)**
- ☒ **Completed: Dealership Listings (Form H)**
- ☒ **Completed: Texas Regional Service Designation (Form I)**
- ☒ **Completed: State Service Designation (Form J)**
- ☒ **Completed: National Purchasing Cooperative Vendor Award Agreement (Form K)**
- ☒ **Completed: Federal and State/Purchasing Cooperative Discount Comparison Form (Form L)**
- ☒ **Completed: Governmental References and Price/Discount Information (Form M)**
- ☒ **Completed: Marketing Strategy (Form N)**
- ☒ **Completed: Confidential/Proprietary Information Form (Form O)**
- ☒ **Completed: Vendor Business Name Form with IRS Form W-9 (Form P)**
- ☒ **Completed: EDGAR Vendor Certification Form (Form Q)**
- ☒ **Completed: Forms Checklist (Form R)**
- ☒ **Completed: Proposal Specification Form with Catalogs/Pricelists (Form S), Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Options List.**

~~For logs or issues in this section, please submit a response or response will not be considered~~

# Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor



\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Model Vehicles					
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model
166	Freightliner	Freightliner Model M2-106 18,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete	with all manufacturer's standard equipment.	\$ 34,707	Freightliner M2-106
167	Freightliner	Freightliner Model 108SD 31,000# GVW, Eaton 9 speed transmission, 260 HP, front axle 10,000lbs, rear axle 21,000lbs, complete	with all manufacturer's standard equipment.	\$ 41,472	Freightliner 108SD
Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)					
Vehicle Options					

## PROPOSAL NOTE:

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

1 of 6

UPDATED  
7/19/16



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
168	Freightliner	Freightliner Model M2-112	<b>Freightliner Model M2-112</b> - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	\$ <u>62142</u>	Freightliner M2112	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
169	Freightliner	Freightliner Model Cascadia 125	<b>Freightliner Model Cascadia 125</b> - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	\$ <u>75561</u>	Freightliner CA125	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
170	Freightliner	Freightliner Model 122 SD	<b>Freightliner Model 122 SD</b> - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	\$ <u>79291</u>	Freightliner 122SD	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
171	Freightliner	Freightliner Model 114SD	<b>Freightliner Model 114SD</b> - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	\$ <u>60239</u>	Freightliner 114SD	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.

**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
172	Freightliner	Freightliner Cascadia 113	<b>Freightliner Model Cascadia 113</b> - Cab and chassis, Detroit DD13 370 HP, Eaton FR15210B, front axle 12000 lbs, rear axle 40000 lbs, complete with all manufacturer's standard equipment.	\$ <u>73308</u>	Freightliner CA113	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
173	Freightliner	Freightliner MT45	<b>Freightliner MT45</b> - Van Chassis (cab and chassis), 14,990# GVW, for 10 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 1000 HS automatic transmission (5 speed) with parking pawl, rear axle 13,000 lbs, rear axle 12,000lbs, complete with all manufacturer's standard equipment.	\$ <u>46099</u>	Freightliner MT45	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
174	Freightliner	Freightliner MT55	<b>Freightliner MT55</b> - Van Chassis (cab and chassis), 25,000# GVW, for 16 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 2200 HS automatic transmission (5 speed) with parking pawl, front axle 8,000lbs, rear axle 13,500lbs, complete with all manufacturer's standard equipment.	\$ <u>48109</u>	Freightliner MT55	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

3 of 6

UPDATED

7/19/16



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

**Section II: Freightliner Model Vehicles OPTIONS and EQUIPMENT-** Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
175	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	<u>30</u> %	Freightliner of Austin catalog	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
176	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	<u>0</u> %	Freightliner of Austin catalog	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
177	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	<u>0</u> %	Freightliner of Austin catalog	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Price list	State Name of Catalog/Price list	Vehicle Options
178	Original Equipment (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer	15%	Freshville of Austin Catalogs	
179	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	0%	Freshville of Austin Catalogs	
180	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0%	Freshville of Austin Catalogs	

PROPOSAL NOTE:

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
181	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	0%	Freightliner of Austin Catalog	Includes all extended service agreements

**Section III: FREIGHTLINER MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES**

Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
182	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	<b>Hourly Labor Rate for Repair/Service of Vehicle</b> - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service.	\$ 115.00	Posted labor rate	None
183	Delivery Fees	Per Mile Delivery Fee for Vehicles	<b>Per Mile Delivery Fee for Vehicles</b> - State the per mile delivery fee for Vehicles.	\$ 1.50 /Per Mile	Posted	None

**PROPOSAL NOTE:**

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.





## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

**NOTE 1:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

**NOTE 2:** An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**NOTE 3:** Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

### Section I: Freightliner Sprinter Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
184	Freightliner	Sprinter C2500	<b>Freightliner Sprinter C2500</b> - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ <u>29822</u>	Freightliner Workin 2500	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
185	Freightliner	Sprinter C3500	<b>Freightliner Sprinter C3500</b> - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ <u>37872</u>	Freightliner C3500	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

#### PROPOSAL NOTE:

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
186	Freightliner	Sprinter 3500 C/C	<b>Freightliner Sprinter 3500 C/C</b> - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ <u>33060</u>	Freightliner 3500 C/C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
187	Freightliner	Sprinter P2500 Passenger Van	<b>Freightliner Sprinter P2500 Passenger Van</b> - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ <u>37243</u>	Freightliner P2500	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT**- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
188	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	<u>0</u> %	Freightliner of Austin Catalog	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



# **Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
189	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	<u>0</u> %	Freightline of Austin Catalog	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
190	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	<u>5</u> %	Freightline of Austin Catalog	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
191	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacutrer (OEM) Parts.	<u>15</u> %	Freightline of Austin Catalog	Vehicle ID # specific

## **PROPOSAL NOTE:**

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



# Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
192	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	Freightliner of Austin Catalogs	
193	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	Freightliner of Austin Catalogs	

## PROPOSAL NOTE:

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.





# Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\* ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
194	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	5 %	Free Willing at Austin Catalogs	
<b>Section III: FREIGHTLINER SPRINTER MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES</b>						
Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
195	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service.	\$ 138.00	Posted labor note	None
196	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 1.50 /Per Mile	Posted	None

## PROPOSAL NOTE:

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 1**

**Proposal Invitation No. 521-16  
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSER'S AGREEMENT AND SIGNATURE FORM:**

**Contract Time Period:** December 1, 2016 through November 30, 2017 with two (2) possible one-year renewals.


**Proposal Opening Date and Time:** September 1, 2016 at 2:00 P.M.

**Anticipated Cooperative Board Meeting Date:** October 2016

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd. Austin, TX 78721

Signature of Authorized  
Company Official:  Title: VP

Telephone Number: 512-389-0000 Date: 8-26-16



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 2**

**Proposal Invitation No. 521-16**

**Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

**PROPOSAL SPECIFICATIONS:**

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

The above referenced detailed specifications are available and should be downloaded at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

---

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd. Austin, TX 78721

Signature of Authorized  
Company Official:

A handwritten signature in black ink, appearing to read "J. L. Smith", written over a horizontal line.

Title:

VP

Telephone Number:

512 389 0000

Date:

8-26-16





12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • [www.vendor.buyboard.com](http://www.vendor.buyboard.com)

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 3**

**Proposal Invitation No. 521-16**

**Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

**PROPOSAL SPECIFICATIONS:**

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Chevrolet** - detailed specifications have been revised to include line items No. 454, 455, and 456. These line items are included on page 2 of Addendum No. 3.
2. **Crane Carrier** - detailed specifications are available and should be downloaded at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

---

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd. Austin, TX 78721

Signature of Authorized  
Company Official: 

Title: VP

Telephone Number: 512 389 0000

Date: 8-26-16



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor  
Addendum No. 3**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Chevrolet Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
454	Chevrolet Express Cargo Van (CG13405)	Cargo Van	<b>Chevrolet Express (CG13405) Cargo Van</b> - Chevrolet Express Cargo Van, base model, full size, front wheel drive, complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
455	Chevrolet Express Passenger Van (CG23406)	Passenger Van	<b>Chevrolet Express (CG23406) Passenger Van</b> - Chevrolet Express Passenger Van, base model, full size front wheel drive, complete with all manufacturer's standard equipment	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
456	Chevrolet Bolt EV All Electric (1FB48)	Compact Sedan	<b>Chevrolet Bolt EV All Electric (1FB48) Compact Sedan</b> - Chevrolet Bolt 1FB48 base model complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)



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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 4**

**Proposal Invitation No. 521-16**

**Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

**PROPOSAL SPECIFICATIONS:**

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Toyota** - detailed specifications have been revised to include line items No. 469.  
This line item is included on page 2 of Addendum No. 4.

---

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd. Austin, TX 78721

Signature of Authorized Company Official:  Title: VP

Telephone Number: 512 389 0000 Date: 8-26-10



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor  
Addendum No. 4**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Toyota Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
469	Hino 155 (Toyota)	Hino Model 155	Hino 155, Low Cab Over, 14,500 lbs GVW, Engine – Class 4, 5-liter J05 series engine rated at 210 HP and 440 lb.-ft. torque, complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

# DAIMLER

Daimler Trucks North America

John Georgoulis  
Manager  
Business Development

August 24, 2016

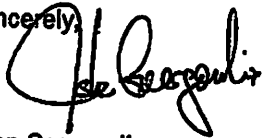
Mr. Carlton Hempel  
Sales Manager  
Freightliner of Austin  
1701 Smith Road  
Austin, TX 78721

Mr. Hempel:

This letter confirms that Freightliner of Austin, 1701 Smith Road, Austin, Texas is an authorized Freightliner Trucks Full Service dealer under a Freightliner Trucks dealer agreement.

Please contact me if you have any questions regarding this letter.

Sincerely,



John Georgoulis  
Manager Business Development

cc: Jay Hendrix  
Rich Rewerts

A Daimler Company

Daimler Trucks North America LLC  
9225 Indian Creek Parkway  
Suite 120  
913.906.5504 Phone  
913.451.8662 Fax  
John.Georgoulis@Daimler.com

Control No. 248281

  
Texas Department  
of Motor Vehicles  
MOTOR VEHICLE DIVISION

**FRANCHISED MOTOR VEHICLE DEALER**

FRANCHISE NO.: B122187  
GENERAL DISTINGUISHING NO.:

P20265  
P4247X

Motor Vehicle Dealer  
Trailer/Semitrailer Dealer

AUSTIN TRUCK & EQUIPMENT LTD  
FREIGHTLINER OF AUSTIN  
1701 SMITH RD  
AUSTIN, TX 78721-3544

EXPIRES: 10/31/2017  
PHYSICAL LOCATION:  
1701 SMITH RD  
AUSTIN, TX 78721-3544

**THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:**  
CUMMINS DIESEL ENGINES-EN, FREIGHTLINER-MT, FREIGHTLINER-HT, DETROIT DIESEL-EN, FREIGHTLINER-LT

**ADDITIONAL LOCATION(S):** For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Daniel Avitia***

Daniel Avitia, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

# FREIGHTLINER of AUSTIN



August 25, 2016

Parts pricing and availability is Vehicle Identification Number specific. When we order parts from a manufacturer that we represent the VIN# of the existing truck is the basis for what the part number is and what the price is for the specific component. There is no catalog format since it is VIN# specific.

Freightliner of Austin will discount the price of repair parts 15% off of the list price for our BuyBoard customers.

Sincerely;

A handwritten signature in cursive script, appearing to read "Carlton Hempel".

Carlton Hempel  
Vice President  
Freightliner of Austin  
512 389 0000





## Debarred Vendor List

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b) (4).

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202	November 12, 2014	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1272447273800	Walker Electric Company, LLC 1520 Park St. Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years

Download Debarred Vendor List [[comptroller.texas.gov/purchasing/docs/debarred-vendor-list.pdf](http://comptroller.texas.gov/purchasing/docs/debarred-vendor-list.pdf)].

## Federal Exclusion

## **Debarred Vendor List**

Agencies and Texas Smartbuy members may wish to check the list of vendors excluded from doing business on the federal level. The System for Award Management, or SAM, can be used as a resource for purchasing entities.

According to Statewide Procurement Division rules, other debarment activities from other entities may be considered as possible indicators of vendor responsibility.

## **Vendor Information on Payments**

The Search State Payments Issued application provides vendors with payment details.

They can also sign up in the application for Advance Payment Notification.

Texas Government Code §2155.077

Texas Administrative Code: 34 TAC §20.101, §20.102, §20.105, §20.106 and §20.107.



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## Search Results

**Current Search Terms: freightliner\* of austin\***

Your search for "freightliner\* of austin\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	AUSTIN TRUCK & EQUIPMENT, LTD.	Status: <b>Active</b> +
DUNS: 008132581	CAGE Code: 1HTJ9	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/15/2017	Debt Subject to Offset? No	
Purpose of Registration: All Awards		



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