

AN ORDINANCE 2007-04-12-0399

**ACCEPTING OFFERS FROM PLANET DODGE, PLANET FORD 6, AND CALDWELL COUNTRY CHEVROLET TO PROVIDE 21 REPLACEMENT VEHICLES AND 10 ADDITIONAL VEHICLES TO THE CITY FOR A COST OF \$630,293.00.**

\* \* \* \* \*

**WHEREAS**, offers were submitted by Planet Dodge, Planet Ford 6 and Caldwell Country Chevrolet, through the Texas Local Government Purchasing Cooperative (a.k.a. the "Buyboard"), and the Houston-Galveston Area Council of Governments, to provide the City with 21 replacement vehicles and 10 additional vehicles for a total cost of \$630,293.00; and

**WHEREAS**, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003, and the terms of the Houston-Galveston Area Council of Governments Cooperative Purchasing Agreement adopted by the City of San Antonio on October 10, 1996 through Resolution No. 96-41-48; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The offers from Planet Dodge, Planet Ford 6 and Caldwell Country Chevrolet to provide 21 replacement vehicles and 10 additional vehicles for a total cost of \$630,293.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates. The bid tabulation sheets and contracts are attached hereto and incorporated herein for all purposes as Exhibit I.

**SECTION 2.** The amount of \$446,103.00 for the purchase of equipment will be made from SAP Fund 72001000, entitled Equipment Renewal & Replacement Fund, Cost Center 1503200001, and General Ledger 5709090, entitled Machinery & Equipment Auto (Budget Only).

**SECTION 3:** The amount of \$182,390.00 for the purchase of equipment will be made from SAP Fund 11001000, entitled General Fund, Cost Center 2002020001, 2003020001, 2002010001, 2004010001, 2006010001 and General Ledger 5709090, entitled Machinery & Equipment Auto (Budget Only).

**SECTION 4:** The fee of \$1,800.00 will be made from SAP Fund 71001000, entitled Intergovernmental Service Fund, Cost Center 1599000001, and General Ledger 5201040, entitled Fees to Professional Contactors.

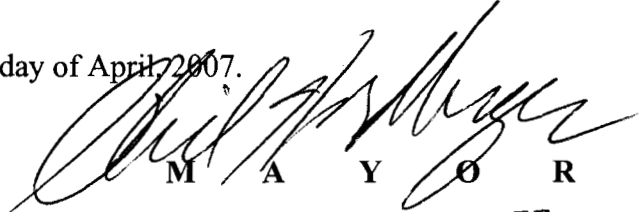
**SECTION 5:** Payment not to exceed \$630,293.00 is authorized to Planet Dodge, Planet Ford 6 and Caldwell Country Chevrolet and should be encumbered with purchase orders.

**SECTION 6.** This ordinance shall take effect April 22, 2007.

**PASSED AND APPROVED** this 12<sup>th</sup> day of April, 2007.

**ATTEST:**

  
City Clerk

  
M A Y O R

**PHIL HARDBERGER**

**APPROVED AS TO FORM:**

  
for City Attorney

# Agenda Voting Results

**Name:** CONSENT AGENDA, except for Item: 20.

**Date:** 04/12/07

**Time:** 03:44:05 PM

**Vote Type:** Multiple selection

**Description:**

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4	Not present			
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

CITY OF SAN ANTONIO  
 BID TABULATION

POLICE SEDANS AND FIRE VEHICLES

PLANET DODGE  
 1855 HWY 59 NORTH  
 HUMBLE, TX 77338

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
1	SPORT UTILITY VEHICLE (DODGE DURANGO)	2 EACH	\$19,886.00	\$39,772.00
2	COMPACT PICK UP (DODGE CLUB CAB)	5 EACH	\$17,882.00	\$89,410.00
3	POLICE SEDAN (DODGE CHARGER)	5 EACH	\$21,927.00	\$109,635.00
	BUYBOARD FEE	1 EACH	\$400.00	\$400.00
	TOTAL			\$238,817.00

PLANET FORD 6  
 8515 HWY 6 SOUTH  
 HOUSTON, TX 77083

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
4	COMPACT SEDAN (FORD FUSION)	1 EACH	\$15,430.00	\$15,430.00
5	MIDSIZE SEDAN (FORD 500)	8 EACH	\$18,847.00	\$150,776.00
6	SPORT UTILITY VEHICLE (FORD EXPLORER)	2 EACH	\$18,889.00	\$37,778.00
	BUYBOARD FEE	1 EACH	\$400.00	\$400.00
	TOTAL			\$203,984.00

CALDWELL COUNTRY CHEVROLET  
P.O. BOX 27  
CALDWELL, TX 77836

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
7	SPORT UTILITY VEHICLE (CHEVROLET TAHOE)	3 EACH	\$28,064.00	\$84,192.00
	BUYBOARD FEE	1 EACH	\$400.00	\$400.00
	TOTAL			\$84,192.00
<b>ESTIMATED TOTAL:</b>				<b>\$528,193.00</b>

This purchase is being made through Texas BuyBoard contract # 208-04.

CALDWELL COUNTRY CHEVROLET  
P.O. BOX 27  
CALDWELL, TX 77836

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
8	MIDSIZE SEDAN (CHEVROLET IMPALA)	5 EACH	\$20,300.00	\$101,500.00
	HGAC FEE	1 EACH	\$600.00	\$600.00
	TOTAL			\$102,100.00
<b>ESTIMATED GRAND TOTAL:</b>				<b>\$630,293.00</b>

This purchase is being made through Houston-Galveston Area Council contract # VE03-06



P.O. Box 400  
Austin, Texas 78767-0400  
512-467-0222  
800-695-2919  
Fax: 800-211-5454  
www.buyboard.com

September 27, 2004

**Sent Via E-mail: [aknapp@caldwellcountry.com](mailto:aknapp@caldwellcountry.com)**

Mr. Averyt Knapp  
Columbus Ford Mercury  
4850 I 10  
Columbus, TX 78934

**Proposal Name & Number: Vehicles, Trailers & Refuse & Other Bodies #208-04**

Dear Mr. Knapp:

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective October 1, 2004.

To see the items your company has been awarded, please review the proposal tabulation #208-04 on the following website: [www.vendor.buyboard.com](http://www.vendor.buyboard.com). 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.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions

**Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the coop.** Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award. Therefore, all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

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 me at 512-467-0222, ext. 7154 or 1-800-695-2919.

Sincerely,

Sharon McAfee  
Bid Administration Manager



The Texas Local Government Purchasing Cooperative is a joint project of the  
Texas Association of School Boards, Texas Municipal League, and Texas Association of Counties



September 12, 2006

Ford • Mercury • Dodge • Chrysler • Jeep

Steve Fisher  
 Texas Association of School Boards  
 7620 Guadalupe  
 Austin, Texas 78752

Re: Contract #208-04 All Items

Steve,

Columbus Country Ford -Dodge/Baby Jack Automotive in Columbus, Texas is being sold. The manufacturers have approved the transfer of all future orders and pending orders to Planet Ford and Planet Dodge. Any outstanding invoices will be assumed by Planet Ford and Planet Dodge.

Please change all billing and purchase order information to:

Planet Ford  
 8515 Hwy 6 South  
 Houston, Texas 77083  
 Tax id #20-4441541

Planet Dodge  
 18555 Hwy 59 North  
 Humble, Texas 77338  
 Tax id #20-5221858

All contact information and phone numbers will remain the same.

Adrienne Gattis 979-567-6115-office 979-567-0853 fax  
[agattis@caldwellcountry.com](mailto:agattis@caldwellcountry.com)

Averyt Knapp 979-567-6116-office 979-567-0853 fax  
[aknapp@caldwellcountry.com](mailto:aknapp@caldwellcountry.com)

If any additional information is needed, please feel free to call.

Thank you,

  
 Averyt Knapp



Ford Motor Company  
 Gary D. Wright  
 Government Account Manager  
 5700 Granite Parkway  
 Plano, TX 75024

September 5, 2006

Re: Receipt of GPC and Pending Orders

Dear Mr. Wright,

Planet Ford 6 accepts the transfer of the GPC's from Columbus Country Ford (#F52-736) to Planet Ford 6 (#F52-049). All contract orders pending or in-process to order will be assumed by Planet Ford 6. Columbus country Ford accepts this transfer. If there are any questions, feel free to contact me at 281-719-3713.

Thank you,

A handwritten signature in black ink, appearing to read "Bob Taylor", with a long horizontal flourish extending to the right.

Bob Taylor  
 Vice President, WCAO

Planet Ford • Spring • The Woodlands  
 20403 I-45 North  
 Spring, Texas 77388  
 Phone 281.719.3700

Planet Ford • Humble • Kingwood  
 19000 Eastex Freeway  
 Humble, Texas 77338  
 Phone 281.319.9600

Planet Ford • Katy • Sugarland  
 8515 Hwy 6 South  
 Houston, Texas 77083  
 Phone 281.530.2277





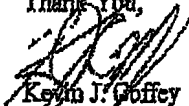
September 06, 2006

Gary D. Wright  
Ford Motor Company  
Government Account Manager  
801 Camelot Court  
Highland Village, TX 75077

Dear Mr. Wright:

Please proceed with the transfer of the GPC's from Columbus Country Ford (#F52-736) to Planet Ford 6 (#F52-049). All contract orders pending or in-process to order will be assumed by Planet Ford 6. Planet Ford 6 is accepting this transfer. If there are any questions, feel free to contact me at 800-443-1492.

Thank You,

  
Kevin J. Goffey  
Dealer Principal

Cc: Averyt Knapp  
Tim Hardison, FMCC

**BUY Board™**  
P.O. Box 400  
Auston, Texas 78767-0400  
512-467-0222  
800-695-2919  
Fax: 800-211-5454  
www.buyboard.com

April 6, 2005

Sent Via E-mail to: [aknapp@caldwellcountry.com](mailto:aknapp@caldwellcountry.com)

Mr. Avery Knapp  
Columbus Ford Mercury  
4860110  
Columbus, TX 78931

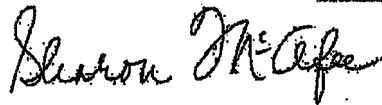
**SUBJECT: Vehicles, Trailers & Refuse & Other Bodies #208-04**

Dear Mr. Knapp:

The Vehicles, Trailers & Refuse & Other Bodies Proposal #208-04 submitted by your company will expire September 30, 2005. At this time, we are extending this proposal in accordance with proposal documents through September 30, 2006. All prices, discounts, terms, and conditions will remain the same.

If you have questions or comments concerning this extension, please contact us as soon as possible at 800-695-2919. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely yours,



Sharon McAfee  
Bid Administrator



The Texas Local Government Purchasing Cooperative is a joint project of the  
Texas Association of School Boards, Texas Municipal League, and Texas Association of Counties



# Notice of Proposal Invitation

~~9147ix~~  
9147ix

Proposal Name: ~~Vehicles, Trailers & Refuse & Other Bodies~~

Proposal Opening Date and Time:  
August 19, 2004 at 2:00 P.M.

Ford

Location of Proposal Opening:  
Texas Association of School Boards  
Cooperative Purchasing Department  
7620 Guadalupe, Will Davis Building  
Austin, TX 78752

Proposal Number: 208-04

Contract Time Period: October 1, 2004,  
through September 30, 2005, with two possible  
one-year extensions

~~1. Vehicles~~ ✓  
~~2. H.D. Trucks~~ ✓

The undersigned authorized representative of the proposing company indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing company indicated below, and
2. That he/she has carefully examined this Proposal Notice, the accompanying Proposal Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with this Proposal Invitation, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this proposal response, and
4. That if any part of this proposal is accepted, he/she will furnish all products or services awarded under this proposal at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this proposal response, and
5. That any and all exceptions to the General Terms or Conditions of this proposal have been noted in writing in this proposal response, and that no other exceptions to the General Terms or Conditions will be claimed, and
6. That if any part of this proposal is accepted, he/she will satisfy the requirements identified in this Proposal Invitation related to (1) the submission of product information in electronic form for inclusion on the electronic catalog(s), (2) conducting business with Cooperative members and eligible nonprofit entities electronically.
7. It is the intent of the Cooperative to allow member entities to seek quotes through the Buyboard from awarded vendors to achieve quantity discounts.
8. Pricing is guaranteed to be the best offered by the vendor to similar customers.
9. **!!!NOTE - PROCEDURAL CHANGE!!!** It will be the vehicle dealer's responsibility to collect the Buyboard Fee of \$400 per purchase order from the purchasing entity for all vehicles, including cab and chassis. This fee is NOT to be included in the price of the vehicles for the purpose of this proposal; however, it must be shown as a line item price on the individual quotes to the purchaser.

Baby JACK Ford Automotive LTD  
dba Columbus Ford Mercury  
Name of Proposing Company  
4860 I-10 / P.O. Box 550  
Address  
Columbus, TX 78934  
City, State, Zip  
800-299-7283 OR 979-567-6116  
Telephone Number of Authorized Representative  
979-567-3375  
Fax Number of Authorized Representative  
P50212 / A3752 11-30-04  
Franchised Dealer's License Number & Expiration Date

August 18, 2004  
Date  
  
Signature of Authorized Representative  
Avert Knapp  
Printed Name of Authorized Representative  
Fleet Manager  
Position or Title of Authorized Representative  
1-86-1078177-7  
Federal ID Number  
-  
Converter's License Number & Expiration Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE



## VENDOR PURCHASE ORDER AND RFQ RECEIPT OPTIONS

To help us ensure you receive orders from cooperative members in a timely manner, please indicate below the method of order transmission that you would prefer. Please complete this form and return it with your Invitation to Proposal. If have any questions regarding receipt of orders, please contact the Cooperative at 800-695-2919. Orders will be available through one of two options:

Option 1: Internet. Vendors will need to have Internet access available to them and preferable an 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 those vendors who choose this option to assist them with retrieving their orders.

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

Company: Columbus Country Ford Mercury  
Contact Name and Address: Avery Knapp, P.O. Box 27, Caldwell, TX 77836

Please choose only one of the following options for receipt of purchase orders:

I plan to use the Internet to retrieve purchase orders.  
E-mail Address: \_\_\_\_\_  
Internet Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Alternate E-mail Address: \_\_\_\_\_  
Alternate Internet Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I plan to receive purchase orders via fax.  
Fax Number: 979-567-3375  
Fax Contact: Avery Knapp Phone: 979-567-6116

Please indicate the e-mail address for receipt of RFQ (Request for Quotes):

E-mail Address: aknapp@caldwellcountry.com  
Alternate E-mail Address: j.hildebrand@caldwellcountry.com

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE



Texas Local Government Purchasing Cooperative  
7620 Guadalupe, Will Davis Building  
Austin, TX 78752

Vehicles, Trailers & Refuse & Other Bodies – Proposal #208-04

ADDENDUM #1

Please note the following changes to the detailed specifications:

VEHICLES SECTION:

Item #1: ADD Chrysler Sebring as a “specified brand or equal”

Item #2: DELETE Dodge Intrepid

Item #2: ADD Dodge Magnum

Item #2: ADD Chrysler 300

Please provide all information required below that pertains to your company, sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: BABY JACK Ford Automotive LTD  
C/O dba Columbus Ford Mercury

Address: 4860 F 10, Columbus, TX 78394

Signature of Authorized Company Official: [Signature] Title: Fleet

Telephone Number: 979-567-6116 Date: AUGUST 18, 2004



## VENDOR INVOICE INFORMATION

As part of your company's contract with the Buyboard, there is a 2% service fee for all bodies and containers, etc. your company sells through the Buyboard. The 2% fee is not charged to a vehicle dealer based on the value of the cab and chassis or vehicle.

In addition, it will be the vehicle dealer's responsibility to collect the Buyboard Fee which is \$400 per purchase order for all vehicles, including cab and chassis. **This fee is NOT to be included in the price of the vehicles for the purpose of this proposal;** however, it must be shown as a line item price on the individual quotes to each purchasing entity.

All fees will be billed on a quarterly basis. Please provide the following information regarding invoices that will be sent to your company:

Company Name: Columbus Ford Mercury/Caldwell Country  
Department: Fleet/Accts Payable  
Mailing Address: P.O. Box 27  
Caldwell, TX 77836  
Contact Person: Avery Knapp / Jon Hildebrand  
Phone Number: 800-299-7283  
Fax Number: 979-567-3375  
E-Mail Address: aknapp@caldwellcountry.com

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE



## FELONY CONVICTION DISCLOSURE STATEMENT

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), 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. A notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states " 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.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

*Baby Jack Ford Automotive LTD dba Columbus Ford Mercury*

Vendor's Name

*[Handwritten Signature]*

Signature of Authorized Company Official

*Avery Knapp*

Authorized Company Official's Name (Please Print)

- My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

---



---



---

**RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE**



# REGIONAL SERVICE DESIGNATION

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE

The Texas Local Government Purchasing Cooperative will assume that you will service cooperative members statewide unless you designate otherwise using this form!

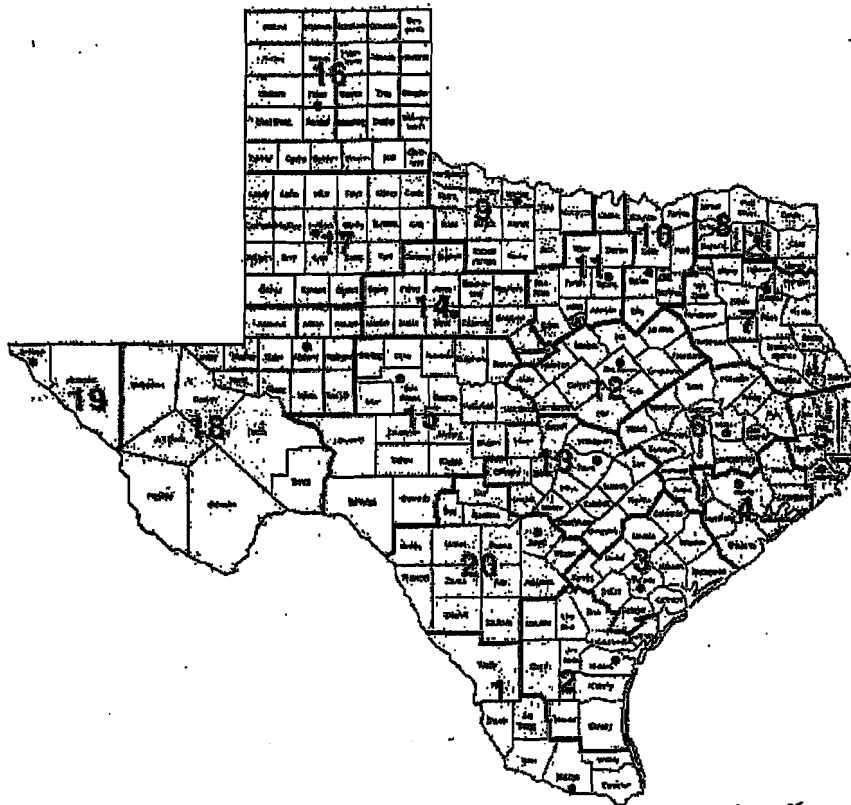
The Texas Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service cooperative members statewide. If you do not wish to service the entire state, you MUST indicate your intentions using the checklist provided below.

**REMINDER:** You can cite exceptions to the terms and conditions on your Deviation/Compliance Signature Form to control additional freight to members in outlying regions, but the boxes you check below will indicate that you only wish to service members within that region during the term of this contract.

### Regional Education Service Centers

I plan to service all members of the cooperative statewide.

Place an "X" in the Boxes next to the regions you wish to service if you are not going to service the contract statewide.



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

This Regional Service Designation form will be used to ensure that you can service Cooperative Members throughout the state. Please sign below to indicate that you understand your service commitments during the term of this contract.

If you have signed this form and have not checked any boxes to indicate an exception to service, you will be required to service members statewide.

*Baby Jack Ford Automotive Ltd*  
*dba Columbus Ford Mercury*  
\_\_\_\_\_  
Company Name

*[Signature]*  
\_\_\_\_\_  
Signature of Authorized Representative





## STATE SERVICE DESIGNATION

The Texas Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service other governmental entities in the continental United States. If you do not wish to service the entire continental United States, you **MUST** indicate your intentions using the checklist provided below.

REMINDER: You can cite exceptions to the terms and conditions on your Deviation/Compliance Signature Form to control additional freight in other states.

- Alabama
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Delaware
- District of Columbia
- Florida
- Georgia
- Idaho
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maine
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Mississippi
- Missouri
- Montana

- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Rhode Island
- South Carolina
- South Dakota
- Tennessee
- Texas
- Utah
- Vermont
- Virginia
- Washington
- West Virginia
- Wisconsin
- Wyoming

I plan to service all states listed

This State Service Designation form will be used to ensure that you can service other governmental entities throughout the continental United States. Please sign to indicate that you understand your service commitments during the term of this contract.

Baby Jack Ford Automotive LTD  
dba Columbus Ford Mercury

Company Name

Signature of Authorized Representative

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE.



## DEALERSHIP LISTINGS

If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary.

(Please Print)

BABY Jack Chrysler Automotive LTD dba Columbus DODGE  
Company Name Chrysler Jeep  
4850 I-10 / P.O. Box 550  
Address  
Columbus TX 78934  
City State Zip  
979-567-6116 / 800-299-7283 979-567-3375  
Phone Number Fax Number  
Averyt Knapp / Jon Hildebrand  
Contact Person

BABY Jack II Automotive LTD dba Caldwell Country Chev-Pontiac  
Company Name  
800 Hwy 21 E. / P.O. Box 27  
Address  
Caldwell TX 77836  
City State Zip  
979-567-6116 / 800-299-7283 979-567-3375  
Phone Number Fax Number  
Averyt Knapp / Jon Hildebrand  
Contact Person

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE

Form E



# DEVIATION/COMPLIANCE SIGNATURE FORM

Baby Jack Ford Automotive LTD

Company Name  
 dba Columbus Ford Mercury Columbus, TX 78934  
 Address P.O. Box 550 City State  
 Phone Number 800-299-7283 or 979-567-6116 Fax Number 979-567-3375

If the undersigned proposer intends to deviate from the General Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Cooperative will consider any deviations in its proposal award decisions, and the Cooperative reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the Cooperative of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

- No Deviations
- Yes Deviations

List any deviations your company is submitting below:

Delivery is included in bid price in state

[Signature]  
 Signature of Authorized Representative  
Cheryl Knapp, Asst  
 Printed Name and Title

Aug 18, 2004  
 Date

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Freight Terms:  FOB Destination (freight included in price) ~~delivered on the outside (AV)~~  
 FOB Shipping Point ~~delivered outside~~
2. Shipping Terms: Freight Prepaid and added to invoice
3. Shipping Via:  Common Carrier  
 Company Truck  
 Other: driveaway
4. Payment Terms:  Net 30 days  
 Other: \_\_\_\_\_
5. Number of Days for Delivery: 90-120 lt trucks & cars 90-130 special chassis w/bodies
6. If required, vendor's bid number: 1-86-1078177 (60 days probable)
7. State your return policy: Mutual Agreement within 2 weeks
8. Are electronic payments acceptable to your company: yes



## OUT OF STATE CERTIFICATION

As defined by Texas House Bill 602, a "nonresident proposer" means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a "Resident Proposer":

Baby Jack Ford Automotive LTD dba Columbus Ford Mercury,  
Company Name (Please Print)

I certify that my company qualifies as a "Nonresident Proposer"  
(NOTE: You must furnish the following information: )

Indicate the following information for your "Resident State": (The state your principal place of business is located in)

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

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

A. Does your "resident state" require proposers whose principal place of business is in Texas to underproposal proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the state in which the principal place of business is located.)

- Yes  
 No

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

Certification: I certify that the information provided above is correct.

  
Signature of Authorized Representative

Avery Knapp  
Name (Please Print)

Fleet  
Title

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE



## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB 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.

- I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)
- Minority Owned Business
  - Small Business
  - Women Owned Business
- My company has NOT been certified as a Historically Underutilized Business (HUB).

  
\_\_\_\_\_  
Signature of Authorized Representative

Averyt Knapp  
Name (Please Print)

Fleet  
Title

Baby Jack Ford Automotive LTD  
Company Name (Please Print)

dba Columbus Ford Mercury

**RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE**



## ADDITIONAL VENDOR INFORMATION

**PART I:** For proposal response to be considered each vendor must supply a minimum of five (5) references for similar type of contract. Please fill out all of the following information:

1. Company Name TBPC  
Address 1711 San Jacinto - Martin, TX 78701  
Contact Name Debbie Book  
Phone Number 512-463-6363  
Brief description of the contract including dates of contract: 070-A1, A2, A3 contracts (2 year - rollover thru Oct 04)
2. Company Name CITY OF Fort Worth  
Address 1000 Throckmorton, Ft Worth, TX 76102  
Contact Name MIKE Zobel  
Phone Number 817-392-8360  
Brief description of the contract including dates of contract: yearly contract for vehicles - fiscal years 03, 04
3. Company Name CITY OF HOUSTON  
Address 400 Bagby - Houston, TX 77002  
Contact Name Nancy Reingold  
Phone Number 713-247-1737  
Brief description of the contract including dates of contract: yearly light truck & car contract - 2004
4. Company Name CITY OF MESQUITE  
Address 1515 N. Galloway, Mesquite, TX 75149  
Contact Name Gerald Hogue  
Phone Number 972-216-6201  
Brief description of the contract including dates of contract: 03-04 vehicle contracts - model year

5. Company Name CITY OF WACO  
Address 300 MARTIN DR., WACO, TX 76702  
Contact Name Donald Littleton  
Phone Number 254-750-5600  
Brief description of the contract including dates of contract:  
Yearly purchases - fiscal year 04 (2 purchases)

**PART II:** For proposal response to be considered each vendor must submit their marketing strategy if awarded this proposal or a portion thereof. (Example: how will your company inform the Buyboard membership of your company's contract with the Buyboard initially and how will your company continue to support the Buyboard for the duration of the contract period?)

Via E-mail and voice contacts with quarterly updates on product availability and manufacturer order and production dates.

Relationships established with Buyboard members the past three years by ARIENNE BATTIS, Shelley Williams and Sverry Knapp will continue to be cultivated. Track record of customer satisfaction with team is excellent. Relationship with body suppliers is excellent.

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKAGE



7620 Guadalupe, Building B, Austin, Texas 78752  
Phone: 800-695-2919 Fax: 800-211-5454

---

## 1. Forms Checklist

- Completed - Notice Proposal Invitation- Form A
- Completed - Vendor Purchase Order Receipt Options - Form B
- Completed - Felony Convictions Disclosure Statement - Form C
- Completed - Regional Service Area Designation - Form D
- Completed - Dealerships Listing - Form E
- Completed - Deviations/Compliance Signature Page - Form F
- Completed - Out of State Certification Page - Form G
- Completed - Historically Underutilized Business (HUB) - Form H



*Columbus Ford Mercury*

Vehicles, Trallers and Refuse and Other Bodies Proposal #208-04  
Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
Section I - Sedans					
1	Dodge Stratus, Chevrolet Malibu, Ford Taurus	Intermediate Sedan	Intermediate Sedan -- minimum 107" wheelbase, 4 door sedan, automatic transmission, A/C, AM/FM radio, 5 passenger seating, V6 engine, all manufacturer's standard equipment	12,382.	Ford Taurus #P53
2	Ford Crown Victoria, Chevrolet Impala, Dodge Intrepid	Full Size Sedan	Full Size Sedan -- minimum 110" wheelbase, 4 door sedan, automatic transmission, A/C, AM/FM radio, 5 passenger seating, 200 HP V6 engine, all manufacturer's standard equipment	19,168.	Ford Crown Vic P73
3	Dodge Intrepid, Chevrolet Impala, Ford Crown Victoria	Law Enforcement Sedan	Law Enforcement Sedan -- manufacturer's standard law enforcement package, full size spare tire, cloth front bucket seats, vinyl rear seat, A/C, AM/FM radio	19,689.	Ford Crown Vic P71
Section II - Hybrid/Economy Vehicles					
4	Honda Civic GX, Etc.	Natural Gas Economy Vehicle	Economy Vehicle -- minimum 103.1" wheelbase, automatic transmission, AC, 1.7 liter 4-cylinder SOHC with natural gas sequential multi-point fuel injection, all manufacturer's standard equipment		
5	Honda Civic Hybrid, Etc.	Gasoline-Electric Economy Vehicle	Economy Vehicle -- minimum 103.1" wheelbase, automatic continuously variable transmission, AC, 1.3 liter 4 cylinder gasoline engine, electric motor: permanent magnet motor, power output: 13.4 HP @ 4000 RPM, all manufacturer's standard equip.		
6	Ford Escape Hybrid	Hybrid Sport Utility Vehicle	Hybrid Sport Utility Vehicle -- all manufacturer's standard equipment	\$26,970.	Ford Escape Hybrid U95

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
			Section III: Pickup Trucks		
			Ford Pickup Trucks		
7	Ford Ranger	Compact Pickup, regular cab	Compact Pickup -- minimum 111" wheelbase, regular cab, short bed, 2.3 liter engine, manual transmission, rear bumper, full size spare tire, A/C, AM/FM radio, all manufacturer's standard equipment	<del>10,374</del> (AK) \$10,374.	Ford Ranger K10
8	Ford F150 Regular Cab	Full Size Pickup, 1/2 ton, regular cab	Full Size Pickup -- 1/2 ton, regular cab, minimum 133" wheelbase, long bed, minimum 4.6 liter V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment	\$12,237.	Ford F150 #K12
9	Ford F150 SuperCab	Full Size Pickup, 1/2 ton, SuperCab	Full Size Pickup, SuperCab -- 1/2 ton, SuperCab, minimum 155" wheelbase, long bed, minimum 5.4 liter V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment	(AK) <del>15,887</del> \$15,887.	Ford F150 SuperCab X12
10	Ford F150 SuperCrew	Full Size Pickup, 1/2 ton, SuperCrew	Full Size Pickup, SuperCrew -- 1/2 ton, SuperCrew, minimum 138" wheelbase, long bed, minimum 5.4 liter V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment	20,367.	Ford F150 SuperCrew #W12

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
Vehicles Section

	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
11	Ford F250, Regular Cab	Full Size Pickup, 3/4 ton, regular cab	Full Size Pickup -- 3/4 ton, regular cab, minimum 133" wheelbase, long bed, minimum 5.4 liter V8 engine, manual transmission, 8600#GVW, full size spare tire, single rear wheel, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment	\$14,237.	Ford F250 #F20
12	Ford F250 SuperCab	Full Size Pickup, 3/4 ton, SuperCab	Full Size Pickup, SuperCab -- 3/4 ton, SuperCab, minimum 158" wheelbase, long bed, minimum 6.8 liter V10 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment	<del>16,861.</del> AK 16,861.	Ford F250 #X20
13	Ford F250 SuperCrew	Full Size Pickup, 3/4 ton, SuperCrew	Full Size Pickup, SuperCrew -- 3/4 ton, SuperCrew, minimum 172" wheelbase, long bed, minimum 6.0 liter Power Stroke Diesel 32 valve, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment	21,747.	Ford Crewcab #W20
14	Ford F250 Option	Ford F250 Option: 5-Speed AOD Transmission	Ford F250 Option -- 5-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.	1287.	Automatic 5-speed #44B
15	Ford F250 Option	Ford F250 Option: 4-Speed AOD Transmission	Ford F250 Option -- 4-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.	1214.	Automatic 4-speed #44T
16	Ford F250 Option	Ford F250 Option: Diesel Engine	Ford F250 Option -- diesel engine. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.	4,171.	6.0L Power Stroke #99P
17	Ford F250 Option	Ford F250 Option: Speed Control	Ford F250 Option -- speed control. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.	316.	Cruise Control Speed Control #52N

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model/Bid
18	Ford F250 Option	Ford F250 Option: 4X4 Wheel Drive	<b>Ford F250 Option – 4X4 Wheel Drive. Manufacturer's option code number <u>must</u> be included in the "Brand &amp; Model" column.</b>	\$2556.	4X4 #W21
19	Ford F350, Regular Cab	Full Size Pickup, 1 ton, regular cab	<b>Full Size Pickup – 4X2 8', single rear wheels, 1 ton, regular cab, minimum 137" wheelbase, long bed, minimum 5.4 liter V8 engine, manual transmission, full size spare tire, single rear wheel, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment</b>	14,983.	Ford F350 #F30
20	Ford F350 SuperCab	Full Size Pickup, 1 ton, SuperCab	<b>Full Size Pickup, SuperCab – 4X2 6-3/4', single rear wheels, 1 ton, SuperCab, minimum 158" wheelbase, long bed, minimum 5.4 liter V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment</b>	17,288.	Ford F350 Supercab #X30
21	Ford F350 SuperCrew	Full Size Pickup, 1 ton, SuperCrew	<b>Full Size Pickup, SuperCrew – 4X2 6-3/4', single rear wheels, 1 ton, SuperCrew, minimum 172" wheelbase, long bed, minimum 5.4 liter V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment</b>	18,298.	Ford F350 Crewcab #W30
22	Ford F350 Option	Ford F350 Option: 4-Speed AOD Transmission	<b>Ford F350 Option – 4-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand &amp; Model" column.</b>	1287.	Automatic #44T
23	Ford F350 Option	Ford F350 Option: 5-Speed AOD Transmission	<b>Ford F350 Option – 5-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand &amp; Model" column.</b>	1214.	Automatic #44B

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
24	Ford F350 Option	Ford F350 Option: Diesel Engine	Ford F350 Option -- diesel engine. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.	4171.	6.0L Power Stroke #99P
25	Ford F350 Option	Ford F350 Option: Speed Control	Ford F350 Option -- speed control. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.	316.	Cruise Control #52N
26	Ford F350 Option	Ford F350 Option: 4X4 Wheel Drive	Ford F350 Option -- 4X4 Wheel Drive. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.	#2476	4x4 #X31
			Chevrolet Pickup Trucks		
27	Chevrolet S10	Compact Pickup	Compact Pickup -- minimum 108" wheelbase, regular cab, short bed, 2.2 liter engine, manual transmission rear bumper, full size spare tire, A/C, AM/FM radio, all manufacturer's standard equipment		
28	Chevrolet Silverado 1500	Full Size Pickup, 1/2 ton, regular cab	Full Size Pickup -- regular cab, 2WD, minimum 224" wheelbase, long bed, Vortec 4300 V6 engine, 2WD, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
29	Chevrolet Silverado 1500 Extended Cab	Full Size Pickup, 1/2 ton, Extended Cab	Full Size Pickup, Extended Cab – 1/2 ton, extended cab, 2WD, minimum 249" wheelbase, long bed, Vortec 5300 V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
30	Chevrolet Silverado 1500 Crew Cab	Full Size Pickup, 1/2 ton, CrewCab	Full Size Pickup, Crew Cab – 1/2 ton, crew cab, 2WD, minimum 230" wheelbase, long bed, Vortec 5300 V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
31	Chevrolet Silverado 2500	Full Size Pickup, 3/4 ton, regular cab	Full Size Pickup -- 3/4 ton, regular cab, 2WD, minimum 224" wheelbase, long bed, Vortec 6000 V8 engine, 2WD, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
32	Chevrolet Silverado 2500 Extended Cab	Full Size Pickup, 3/4 ton, Extended Cab	Full Size Pickup, Extended Cab – 3/4 ton, extended cab, 2WD, minimum 249" wheelbase, long bed, Vortec 6000 V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
33	Chevrolet Silverado 2500 Crew Cab	Full Size Pickup, 3/4 ton, CrewCab	Full Size Pickup, Crew Cab – 3/4 ton, crew cab, 2WD, minimum 232" wheelbase, long bed, Vortec 6000 V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
34	Chevrolet Silverado 2500 Option	Chevrolet Silverado 2500 Option: 5-Speed AOD Transmission	Chevrolet Silverado 2500 Option – 5-Speed AOD Transmission. <b>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</b>		
35	Chevrolet Silverado 2500 Option	Chevrolet Silverado 2500 Option: 4-Speed AOD Transmission	Chevrolet Silverado 2500 Option – 4-Speed AOD Transmission. <b>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</b>		
36	Chevrolet Silverado 2500 Option	Chevrolet Silverado 2500 Option: Diesel Engine	Chevrolet Silverado 2500 Option – diesel engine. <b>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</b>		
37	Chevrolet Silverado 2500 Option	Chevrolet Silverado 2500 Option: Speed Control	Chevrolet Silverado 2500 Option – speed control. <b>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</b>		
38	Chevrolet Silverado 2500 Option	Chevrolet Silverado 2500 Option: 4X4 Wheel Drive	Chevrolet Silverado 2500 Option – 4X4 Wheel Drive. <b>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</b>		
39	Chevrolet Silverado 2500 Option	Chevrolet Silverado 2500 Option: Alt. Fuel Compatible 6.0L-V8 Gas	Chevrolet Silverado 2500 Option – Alt. Fuel Compatible 6.0L-V8 Gas. <b>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</b>		
40	Chevrolet Silverado 2500 Option	Chevrolet Silverado 2500 Option: H.D. Power Package	Chevrolet Silverado 2500 Option – H.D. Power Package. <b>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</b>		

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
41	Chevrolet Silverado 3500	Full Size Pickup, 1 ton, regular cab	<b>Full Size Pickup – 1 ton; regular cab, minimum 222" wheelbase, long bed, Vortec 6000 V8 engine, 2WD, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment</b>		
42	Chevrolet Silverado 3500 Extended Cab	Full Size Pickup, 1 ton, Extended Cab	<b>Full Size Pickup, Extended Cab – 1 ton, extended cab, 2WD, minimum 246" wheelbase, long bed, Vortec 6000 V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment</b>		
43	Chevrolet Silverado 3500 Crew Cab	Full Size Pickup, 1 ton, CrewCab	<b>Full Size Pickup, Crew Cab – 1 ton, crew cab, 2WD, minimum 256" wheelbase, long bed, Vortec 6000 V8 engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment</b>		
44	Chevrolet Silverado 3500 Option	Chevrolet Silverado 3500 Option: 5-Speed AOD Transmission	<b>Chevrolet Silverado 3500 Option – 5-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand &amp; Model" column.</b>		
45	Chevrolet Silverado 3500 Option	Chevrolet Silverado 3500 Option: 4-Speed AOD Transmission	<b>Chevrolet Silverado 3500 Option – 4-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand &amp; Model" column.</b>		
46	Chevrolet Silverado 3500 Option	Chevrolet Silverado 3500 Option: Diesel Engine	<b>Chevrolet Silverado 3500 Option – diesel engine. Manufacturer's option code number <u>must</u> be included in the "Brand &amp; Model" column.</b>		
47	Chevrolet Silverado 3500 Option	Chevrolet Silverado 3500 Option: Speed Control	<b>Chevrolet Silverado 3500 Option – speed control. Manufacturer's option code number <u>must</u> be included in the "Brand &amp; Model" column.</b>		



Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
48	Chevrolet Silverado 3500 Option	Chevrolet Silverado 3500 Option: 4X4 Wheel Drive	Chevrolet Silverado 3500 Option -- 4X4 Wheel Drive. <u>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</u>		
49	Chevrolet Silverado 3500 Option	Chevrolet Silverado 3500 Option: Alt. Fuel Compatible 6.0L-V8 Gas	Chevrolet Silverado 3500 Option -- Alt. Fuel Compatible 6.0L-V8 Gas. <u>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</u>		
50	Chevrolet Silverado 3500 Option	Chevrolet Silverado 3500 Option: H.D. Power Package	Chevrolet Silverado 3500 Option -- H.D. Power Package. <u>Manufacturer's option code number must be included in the "Brand &amp; Model" column.</u>		
			Dodge Pickups/trucks		
51	Dodge Dakota	Compact Pickup	Compact Pickup -- minimum 108" wheelbase, regular cab, short bed, 3.7 liter Magnum V6 engine, manual transmission, rear bumper, full size spare tire, A/C, AM/FM radio, all manufacturer's standard equipment		
52	Dodge RAM 1500	Full Size Pickup, 1/2 ton, regular cab	Full Size Pickup -- 1/2 ton, regular cab, 4X2, minimum 140" wheelbase, long bed, 3.7 liter 6 cylinder Magnum engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
53	Dodge RAM 1500	Full Size Pickup, 1/2 ton, quad cab	Full Size Pickup – 1/2 ton, quad cab, 4X2, minimum 160" wheelbase, long bed, 4.7 liter V8 Magnum engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
54	Dodge RAM 2500	Full Size Pickup, 3/4 ton, regular cab	Full Size Pickup – 3/4 ton, regular cab, 4X2, minimum 140" wheelbase, long bed, 5.7 liter V8 Hemi Magnum engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
55	Dodge RAM 2500	Full Size Pickup, 3/4 ton, quad cab	Full Size Pickup – 3/4 ton, quad cab, 4X2, minimum 160" wheelbase, long bed, 5.7 liter V8 Hemi Magnum engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
56	Dodge RAM 2500 Option	Dodge RAM 2500 Option: 4-Speed AOD Transmission	Dodge RAM 2500 Option – 4-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
57	Dodge RAM 2500 Option	Dodge RAM 2500 Option: 5-Speed AOD Transmission	Dodge RAM 2500 Option – 5-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
58	Dodge RAM 2500 Option	Dodge RAM 2500 Option: Optional Diesel Engine	Dodge RAM 2500 Option – Optional Diesel Engine. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
59	Dodge RAM 2500 Option	Dodge RAM 2500 Option: speed control	Dodge RAM 2500 Option – speed control. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
60	Dodge RAM 2500 Option	Dodge RAM 2500 Option: cloth 40/20/40 seat	Dodge RAM 2500 Option -- cloth 40/20/40 seat. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
61	Dodge RAM 2500 Option	Dodge RAM 2500 Option: anti-spin differential	Dodge RAM 2500 Option -- anti-spin differential. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
62	Dodge RAM 2500 Option	Dodge RAM 2500 Option: tow group	Dodge RAM 2500 Option -- tow group. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
63	Dodge RAM 2500 Option	Dodge RAM 2500 Option: tow mirrors	Dodge RAM 2500 Option -- tow mirrors. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
64	Dodge RAM 2500 Option	Dodge RAM 2500 Option: SLT power windows	Dodge RAM 2500 Option -- SLT power windows. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
65	Dodge RAM 2500 Option	Dodge RAM 2500 Option: 4X4 wheel drive	Dodge RAM 2500 Option -- 4X4 wheel drive. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
66	Dodge RAM 3500	Full Size Pickup, 1 ton, regular cab	Full Size Pickup – 1 ton, regular cab, 4X2, minimum 140" wheelbase, long bed, 5.7 liter V8 Hemi Magnum engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
67	Dodge RAM 3500	Full Size Pickup, 1 ton, quad cab	Full Size Pickup – 1 ton, quad cab, 4X2, minimum 160" wheelbase, long bed, 5.7 liter V8 Hemi Magnum engine, manual transmission, full size spare tire, rear bumper, A/C, AM/FM radio, all manufacturer's standard equipment		
68	Dodge RAM 3500 Option	Dodge RAM 3500 Option: 4-Speed AOD Transmission	Dodge RAM 3500 Option – 4-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
69	Dodge RAM 3500 Option	Dodge RAM 3500 Option: 5-Speed AOD Transmission	Dodge RAM 3500 Option – 5-Speed AOD Transmission. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
70	Dodge RAM 3500 Option	Dodge RAM 3500 Option: Optional Diesel Engine	Dodge RAM 3500 Option – Optional Diesel Engine. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
71	Dodge RAM 3500 Option	Dodge RAM 3500 Option: speed control	Dodge RAM 3500 Option – speed control. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
72	Dodge RAM 3500 Option	Dodge RAM 3500 Option: cloth 40/20/40 seat	Dodge RAM 3500 Option – cloth 40/20/40 seat. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
73	Dodge RAM 3500 Option	Dodge RAM 3500 Option: anti-spin differential	Dodge RAM 3500 Option -- anti-spin differential. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
74	Dodge RAM 3500 Option	Dodge RAM 3500 Option: tow group	Dodge RAM 3500 Option -- tow group. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
75	Dodge RAM 3500 Option	Dodge RAM 3500 Option: tow mirrors	Dodge RAM 3500 Option -- tow mirrors. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
76	Dodge RAM 3500 Option	Dodge RAM 3500 Option: SLT power windows	Dodge RAM 3500 Option -- SLT power windows. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
77	Dodge RAM 3500 Option	Dodge RAM 3500 Option: 4X4 wheel drive	Dodge RAM 3500 Option -- 4X4 wheel drive. Manufacturer's option code number <u>must</u> be included in the "Brand & Model" column.		
Section IV - Van					
78	Ford Windstar, Chevrolet Astro, Dodge Caravan, Chevrolet Venture	Mini Cargo Van	Mini Cargo Van -- minimum glass in all doors, air conditioning, full size spare tire, AM/FM radio, all manufacturer's standard equipment	14,071.	Ford Freestar A54

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
79	Ford E250, Dodge R3500, Chevrolet C2500	Full Size Cargo Van	Full Size Cargo Van -- minimum 127" wheelbase, glass in all doors, 8600# GVW, 5.3 liter V6, air conditioning, full size spare tire, AM/FM radio, all manufacturer's standard equipment	14,667.	Ford Econoline #E24
80	Dodge Caravan, Chevrolet Venture, Ford Windstar, Chevrolet Astro	Mini Passenger Van	Mini Passenger Van -- 7 passenger seating, front and rear air conditioning, full size spare tire, AM/FM radio, all manufacturer's standard equipment	17,219.	Ford Freestar #A50
81	Chevrolet C2500, Ford F350	Full Size Passenger Van, 8 passenger	Full Size Passenger Van -- minimum 127" wheelbase, 8600# GVW, 5.4 liter V8, 8 passenger seating, front and rear air conditioning, complete body glass, full size spare tire, AM/FM radio, all manufacturer's standard equipment	17,667.	Ford Econoline Wagon E31
82	Ford E350, Chevrolet C3500	Full Size Passenger Van, 15 passenger	Full Size Passenger Van -- minimum 127" wheelbase, 9100# GVW, 5.4 liter V8, 15 passenger seating, front and rear air conditioning, complete body glass, full size spare tire, AM/FM radio, all manufacturer's standard equipment	18,547.	Ford Econoline Super Wagon #S31
Section V - Sport Utility Vehicles					
83	Jeep Liberty, Ford Explorer, Chevrolet Blazer, Dodge	Compact Sport Utility	Compact Sport Utility -- minimum 4 door, 5 passenger seating, automatic transmission, air conditioning, 3.7 V6 engine, full size spare tire, AM/FM radio, all manufacturer's standard equipment	19,241.	Ford Explorer #U62

Vehicles, Trailers and Refuse and Other Bodies Proposal #208-04  
 Vehicles Section

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand & Model Bid
84	Chevrolet Tahoe, Ford Expedition	Full Size Sport Utility, 116" WB	Full Size Sport Utility -- minimum 116" wheelbase, 4 door, 5 passenger seating, front and rear air conditioning, 4.7 liter V8 engine, full size spare tire, AM/FM radio, all manufacturer's standard equipment	#14 \$22,371.	Ford Expedition #U15
85	Chevrolet Suburban, Ford Excursion	Full Size Sport Utility, 130" WB	Full Size Sport Utility -- minimum 130" wheelbase, 4 door, 5 passenger seating, front and rear air conditioning, 5.3 liter V8 motor, full size spare tire, AM/FM radio, all manufacturer's standard equipment	(AK) 26,732.	Ford Excursion #U40
86	Chevrolet Tahoe	Law Enforcement Sport Utility Vehicle	Law Enforcement Sport Utility Vehicle -- manufacturer's standard law enforcement package, full size spare tire, cloth front bucket seats, vinyl rear seat, A/C, AM/FM radio		—
<b>Options</b>					
			<b>NOTE: The majority of the <u>optional equipment</u> is not listed. <u>Options will be selected at time of order.</u> <u>A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH BID FOR BID TO BE CONSIDERED!!</u></b>		
87		Optional Equipment	State your discount for all optional equipment	10 %	



**PROCEDURE CHANGE INFORMATION**

**Vehicles, Trailers & Refuse & Other Bodies**  
**Sealed Proposal #208-04**

**FOLLOWING IS INFORMATION REGARDING BUYBOARD CHANGE IN PROCEDURE:**

It will be the vehicle dealer's responsibility to collect the Buyboard Fee of \$400 per purchase order from the purchasing entity for all vehicles, including cab and chassis. **This fee is NOT to be included in the price of the vehicles for the purpose of this proposal;** however, it must be shown as a line item price on the individual quotes to the purchaser.

Please sign and return one copy of this form with proposal as verification of receipt and compliance with procedure change information.

Company Name: Baby Jack Ford Automotive LTD dba Columbus Ford Mercury  
Address: P.O. Box 550, Columbus, TX 78934

Signature of Authorized Company Official: [Signature] Title: Fleet  
Telephone Number: 800-299-7283 / 979-220-567-6116 Date: Aug. 18, 2004



Current Model Cars and Light Trucks

Page 1 of 4

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

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Caldwell Country Chevrolet hereinafter referred to as the CONTRACTOR, having its principal place of business at 800 Highway 21 East, Caldwell, Texas 77836.

**ARTICLE 1:** **SCOPE OF SERVICES**

The parties have entered into a Current Model Cars and Light Trucks Contract to become effective as of March 22, 2006, and to continue through October 31, 2007 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Current Model Cars & Light Trucks offered by the CONTRACTOR. The CONTRACTOR agrees to sell Current Model Cars & Light Trucks through the H-GAC Contract to END USERS.

**ARTICLE 2:** **THE COMPLETE AGREEMENT**

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

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:VE03-06, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:VE03-06, including but not limited to, prices and options offered

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

**ARTICLE 3:** **LEGAL AUTHORITY**

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

**ARTICLE 4:** **APPLICABLE LAWS**

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

**ARTICLE 5:** **INDEPENDENT CONTRACTOR**

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

**ARTICLE 6:** **SUBCONTRACTS & ASSIGNMENTS**

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

**ARTICLE 7:** **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under

Current Model Cars and Light Trucks

Page 2 of 4

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

ARTICLE 8:REPORTING REQUIREMENTS

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

ARTICLE 9:MOST FAVORED CUSTOMER CLAUSE

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

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

ARTICLE 10:SEVERABILITY

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

ARTICLE 11:DISPUTES

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

ARTICLE 12:LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR'S total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 13, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent

Current Model Cars and Light Trucks

Page 3 of 4

such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

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

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

ARTICLE 14: TERMINATION FOR CAUSE

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

ARTICLE 15: TERMINATION FOR CONVENIENCE

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

ARTICLE 16: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 17: GOVERNING LAW & VENUE

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

ARTICLE 18: PAYMENT OF H-GAC FEE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC administrative fee. Any H-GAC fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid to H-GAC by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with H-GAC. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's fee. H-GAC also reserves the right to invoice END USER for H-GAC's administrative fee. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 19: LIQUIDATED DAMAGES

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

ARTICLE 20: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

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

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to

Current Model Cars and Light Trucks

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

**ARTICLE 21: CHANGE OF CONTRACTOR STATUS**

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

**ARTICLE 22: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

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

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

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

\_\_\_\_\_  
Jack Steele, Executive Director

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

\_\_\_\_\_  
Deidre Wick, Director of Public Services

Date: \_\_\_\_\_, 20\_\_

Signed for Caldwell Country Chevrolet  
Caldwell, Texas:

\_\_\_\_\_  
Kevin J. Coffey, Pres of General Partner

Printed Name & Title:

Date: April 4, 2006

Attest for Caldwell Country Chevrolet  
Caldwell, Texas:

\_\_\_\_\_  
Adrienne Gattis

Printed Name & Title:

Adrienne Gattis Fleet Sales

Date: April 4, 2006

**Current Model Cars and Light Trucks****Page 1 of 4**

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

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Columbus Country Ford hereinafter referred to as the CONTRACTOR, having its principal place of business at 4860 I-10, Columbus, Texas 78934.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a Current Model Cars and Light Trucks Contract to become effective as of March 22, 2006, and to continue through October 31, 2007 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Current Model Cars & Light Trucks offered by the CONTRACTOR. The CONTRACTOR agrees to sell Current Model Cars & Light Trucks through the H-GAC Contract to END USERS.

**ARTICLE 2: THE COMPLETE AGREEMENT**

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

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:VE03-06, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:VE03-06, including but not limited to, prices and options offered

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

**ARTICLE 3: LEGAL AUTHORITY**

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

**ARTICLE 4: APPLICABLE LAWS**

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

**ARTICLE 5: INDEPENDENT CONTRACTOR**

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

**ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS**

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

**ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under

Current Model Cars and Light Trucks

Page 2 of 4

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

ARTICLE 8:REPORTING REQUIREMENTS

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

ARTICLE 9:MOST FAVORED CUSTOMER CLAUSE

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

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

*EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 10:SEVERABILITY

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

ARTICLE 11:DISPUTES

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

ARTICLE 12:LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR'S total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 13, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent

Current Model Cars and Light Trucks

Page 3 of 4

such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

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

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

**ARTICLE 14: TERMINATION FOR CAUSE**

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

**ARTICLE 15: TERMINATION FOR CONVENIENCE**

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

**ARTICLE 16: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

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

**ARTICLE 17: GOVERNING LAW & VENUE**

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

**ARTICLE 18: PAYMENT OF H-GAC FEE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC administrative fee. Any H-GAC fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid to H-GAC by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with H-GAC. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's fee. H-GAC also reserves the right to invoice END USER for H-GAC's administrative fee. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 19: LIQUIDATED DAMAGES**

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

**ARTICLE 20: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

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

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to

**Current Model Cars and Light Trucks**

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

**ARTICLE 21: CHANGE OF CONTRACTOR STATUS**

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

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

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

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

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

\_\_\_\_\_  
Jack Steele, Executive Director

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

\_\_\_\_\_  
Deidre Vick, Director of Public Services

Date: \_\_\_\_\_, 20\_\_

Signed for Columbus Country Ford  
Columbus, Texas:

\_\_\_\_\_  
*[Signature]*

Printed Name & Title: Kevin J. Coffey Pres. of General Motors

Date: April 4 2008

Attest for Columbus Country Ford  
Columbus, Texas:

\_\_\_\_\_  
*[Signature]*

Printed Name & Title: Adrienne M. Gattis Fleet Sales

Date: April 4 2008



Current Model Cars and Light Trucks

Page 1 of 4

A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**Columbus Country Dodge**  
Columbus, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Columbus Country Dodge** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 4850 I-10, Columbus, Texas 78934.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a **Current Model Cars and Light Trucks** Contract to become effective as of March 22, 2006, and to continue through October 31, 2007 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Current Model Cars & Light Trucks** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Current Model Cars & Light Trucks** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

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

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:VE03-06, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:VE03-06, including but not limited to, prices and options offered

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

**ARTICLE 3: LEGAL AUTHORITY**

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

**ARTICLE 4: APPLICABLE LAWS**

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

**ARTICLE 5: INDEPENDENT CONTRACTOR**

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

**ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS**

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

**ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under

Current Model Cars and Light Trucks

Page 2 of 4

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

ARTICLE 8:REPORTING REQUIREMENTS

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

ARTICLE 9:MOST FAVORED CUSTOMER CLAUSE

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

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

*EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 10:SEVERABILITY

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

ARTICLE 11:DISPUTES

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

ARTICLE 12:LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR'S total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 13, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent

Current Model Cars and Light Trucks

Page 3 of 4

such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

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

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

ARTICLE 14: TERMINATION FOR CAUSE

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

ARTICLE 15: TERMINATION FOR CONVENIENCE

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

ARTICLE 16: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 17: GOVERNING LAW & VENUE

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

ARTICLE 18: PAYMENT OF H-GAC FEE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC administrative fee. Any H-GAC fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid to H-GAC by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with H-GAC. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's fee. H-GAC also reserves the right to invoice END USER for H-GAC's administrative fee. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 19: LIQUIDATED DAMAGES

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

ARTICLE 20: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

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

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to

Current Model Cars and Light Trucks

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

**ARTICLE 21: CHANGE OF CONTRACTOR STATUS**

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

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

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

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

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

\_\_\_\_\_  
Jack Steele, Executive Director

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

\_\_\_\_\_  
Deidre Vick, Director of Public Services

Date: \_\_\_\_\_, 20\_\_

Signed for Columbus Country Dodge  
Columbus, Texas:

Printed Name & Title: \_\_\_\_\_

*[Handwritten Signature]*  
*Kevin J. Coffey Pres of Central Pastors*

Date: April 4 2006

Attest for Columbus Country Dodge  
Columbus, Texas:

Printed Name & Title: \_\_\_\_\_

*[Handwritten Signature]*  
*Adrienne Gattis Fleet Sales*

Date: April 4 2006

**MEETING OF THE CITY COUNCIL**

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & PERFORMANCE ASSESSMENT
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
ENVIRONMENTAL SERVICES
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)

AGENDA ITEM NUMBER:

9

DATE:

APR 12 2007

MOTION:

ORDINANCE NUMBER:

2007-04-12-0399

RESOLUTION NUMBER:

ZONING CASE NUMBER:

TRAVEL AUTHORIZATION:

ROGER O. FLORES District 1			
SHEILA D. MCNEIL District 2			
ROLAND GUTIERREZ District 3			
RICHARD PEREZ District 4			
PATTI RADEE District 5			
DELICIA HERRERA District 6			
ELENA GUAJARDO District 7			
ART A. HALL District 8			
KEVIN A. WOLFF District 9			
CHRISTOPHER CHIP HAASS District 10			
PHIL HARDBERGER Mayor			

VIA

**CONSENT AGENDA**