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|---|--|---|
|  | <p style="text-align: center;">FIRST COOPERATIVE PURCHASING AGREEMENT BETWEEN CITY OF GOODYEAR AND ELXSI DBA CUES CON-20-5096</p> | <p>PROCUREMENT OFFICE 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893</p> |
|---|--|---|

THIS FIRST COOPERATIVE PURCHASING AGREEMENT (“Agreement”) is entered into by and between the City of Goodyear, an Arizona municipal corporation (“City”) and Elxsi dba CUES, a Florida corporation (“Contractor”). City and Contractor will collectively be referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, after completing a competitive procurement process, the Houston-Galveston Area Council of Governments (“H-GAC”) entered into Contract No. SC01-18, effective 1/1/18 with no subsequent amendments and referred to as the “H-GAC” Contract” with the Contractor to provide Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services. A copy of the H-GAC Contract is attached hereto as **Exhibit A** and incorporated herein by reference.

WHEREAS, the City is permitted, pursuant to § 3-4-9 of the City of Goodyear Code and § R3-4-9.01 of the City of Goodyear Procurement Regulations, to purchase materials, services or construction under the H-GAC Contract, at its discretion, and the H-GAC Contract permits its cooperative use by other political subdivisions.

WHEREAS, the City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the H-GAC Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services, as more particularly set forth in Section 2 below (“Order”), and (iii) setting the aggregate amount to be expended pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and any other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **Term of Agreement.** This Agreement shall be effective as of the date last signed below and shall remain in full force and effect until 12/31/20. Pursuant to Article 1, page 1, this contract may be extended or renewed upon mutual agreement of the Contractor and HGAC. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.
2. **Agreement.** The Contractor shall provide Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services, as agreed to by the Parties consistent with the Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services Contract. For the

purpose of this Agreement and the Order provided by the Contractor, the City is the Eligible Agency or Member (as such term is defined under the H-GAC Contract) and is afforded all of the rights and responsibilities as the Eligible Agency or Member under the H-GAC Contract.

3. Compensation. The City shall pay Contractor an aggregate amount not to exceed Purchase Order(s) at the rates as set forth in the H-GAC Contract.
4. Payments. The City shall pay the Contractor monthly based upon the work performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the H-GAC Contract, and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing both this Agreement and the H-GAC Contract will be subject to rejection and may be returned.
5. Conflict of Interest. This Agreement is subject to cancellation by the City pursuant to A.R.S. § 38-511.
6. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Goodyear, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal, state and local laws, rules and regulations applicable to this Agreement. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona without regard to conflicts or choice of law provisions. Any action arising out of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.
7. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, invoices and/or the H-GAC Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the H-GAC Contract (collectively, "Unauthorized Conditions), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any of the unauthorized conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the H-GAC Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.
8. Indemnification; Insurance. To the extent provided under the H-GAC Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to H-GAC Contract, and such rights, privileges, insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the cost of appellate proceedings) to

which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, in whole or in part, or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

9. Termination for Convenience: City at any time and for any reason and without cause may terminate, suspend or abandon any portion, or all, of this Contract at City's convenience. In the event that the City terminates, suspends or abandons any part of the services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

The Contractor shall appraise the services completed prior to receiving notice of the termination, abandonment or suspension and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.

In the event of termination, abandonment or suspension, Contractor shall be paid for services satisfactorily performed prior to receipt of such notice including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 9 of this Contract. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 9 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

10. Continuation of Services – Israel: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the person signing this Agreement below, warrants that they have full authority to do so and that their signatures shall bind the parties for which they sign.

CITY OF GOODYEAR

By: _____
Jacque Behrens, CPPB

Title: Procurement Manager

Date: _____

ELXSI dba CUES

By:  _____
Name David Doolittle

Title: CEO

Date: August 23, 2019

ATTEST

By _____
Darcie McCracken, City Clerk

APPROVED AS TO FORM

By _____
Roric Massey, City Attorney

Exhibit A

| | | | | | |
|---|--|---|--|-----------------------|--|
| HGACBuy | | CONTRACT PRICING WORKSHEET For Standard Equipment Purchases | | Contract No.: SCO1-18 | Date Prepared: 7/3/2019 |
| This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly. | | | | | |
| Buying Agency: City of Goodyear, AZ | | Contractor: Elxsi dba CUES | | | |
| Contact Person: Todd Carpenter | | Prepared By: Robin Guthrie | | | |
| Phone: | | Phone: 800-327-7791 ext 224 | | | |
| Fax: | | Fax: | | | |
| Email: todd.carpenter@goodyearaz.gov | | Email: | | | |
| Product Code: G017 | Description: HI-CUBE VAN TV INSPECTION VEHICLE | | | | |
| A. Product Item Base Unit Price Per Contractor's H-GAC Contract: | | | | | \$154,800.00 |
| B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable (Note: Published Options are options which were submitted and priced in Contractor's bid.) | | | | | |
| Description | | Cost | Description | | Cost |
| CZ300 OZ II camera in lieu of Nite Lite | \$3,103.00 | | DUC HD Digital Side Scanning Camera system | \$101,650.00 | |
| WS350 Steerable Pipe Ranger transporter | \$22,229.00 | | TR1113 - LED arrow Stick | \$1,395.00 | |
| 551010 Motorized Crane | \$5,361.00 | | SD100 Side Entry door | \$899.00 | |
| CC300 Substitute a MEPS Inverter in lieu of genertor | \$14,488.00 | | T1940-1 2 Drawers In Kickplate | \$1,273.00 | |
| MD380-1 Summit System upgrade | \$6,313.00 | | WB100/WD20 washdown system/workbench in equipment room | \$3,806.00 | |
| MD320 Auto payout feature | \$3,772.00 | | TR795 Hideaway Strobes | \$1,334.00 | |
| GX136B Rear Monitor in wall | \$1,530.00 | | TR1262 Transporter Drawer/Kickplate drawers | \$2,663.00 | |
| SEE- Safe Entry/Exit bumper | \$2,500.00 | | SEE- Safe Entry/Exit bumper | \$2,500.00 | |
| LAMP-LM936 Wheeled Lateral and mainline probe | \$98,983.00 | | WM308-2 8" steel wheels for CPR/LAMP | \$2,112.00 | |
| WS308 Electric lift for Steerable Pipe Ranger | \$6,429.00 | | Subtotal From Additional Sheet(s): | | 65007 |
| WM307-1 6" steel wheels for CPR/LAMP | \$1,994.00 | | Subtotal B: | | 349341 |
| C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.) | | | | | |
| Description | | Cost | Description | | Cost |
| TB334 REDI-Kit | | \$2,195.00 | | | |
| GNET Web Sync software Package | | \$22,985.00 | | | |
| Scheduler GNET module | | \$0.00 | | | |
| | | | | | |
| | | | | | |
| | | | Subtotal C: | | 25180 |
| Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). | | | | | For this transaction the percentage is: 5% |
| D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C) | | | | | |
| Quantity Ordered: | 1 | X | Subtotal of A + B + C: | 529321 | = Subtotal D: 529321 |
| E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges | | | | | |
| Description | | Cost | Description | | Cost |
| Delivery | 2565 | | 8.8 % Arizona State Tax | | 43,878.56 |
| Less customer discount | -33266 | | | | |
| | | | | | |
| | | | Subtotal E: | | 13177.56 |
| Delivery Date: | | 120 days | F. Total Purchase Price (D+E): | | 542498.56 |

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

| | | |
|---|--|------------------------------------|
| Buying Agency: City of Goodyear, AZ | | Contractor: Elksi dba CUES |
| Contact Person: Todd Carpenter | | Prepared By: Robin Guthrie |
| Phone: | | Phone: 800-327-7791 ext 224 |
| Fax: | | Fax: |
| Email: todd.carpenter@goodyearaz.gov | | Email: |
| Product Code: G017 | Description: HI-CUBE VAN TV INSPECTION VEHICLE - page 2 | |

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|-------------|---|--------------------------|
| EL11505 - addt cable (500') | \$2,500.00 | GN507 GNET PACP MODULE | \$2,450.00 |
| CZ303 LED lighting for OZIII camera | \$2,000.00 | GN512 GNET Lateral Module | \$2,950.00 |
| GNET ES - ESRI Software | \$14,490.00 | GN509 GNET LACP Module | \$2,950.00 |
| TR1249 back up camera for chassis | \$1,110.00 | FACS015 Additional Training - 4 days | \$2,812.00 |
| GNETPREM GraniteNet Premium software package | \$21,564.00 | | |
| GN904/GN538 GNET Office module and support plan | \$1,600.00 | | |
| GN512 GNET Lateral module | \$2,950.00 | | |
| TR2985 5 drawer tool chest | \$1,881.00 | | |
| CZ308 built in sonde | \$2,408.00 | | |
| WS906 8" steel wheels SPR | \$1,833.00 | Subtotal From Additional Sheet(s): | |
| WS906-2 10" steel wheels SPR | \$1,509.00 | | Subtotal B: 65007 |

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

[illegible]

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

| | | | | | | |
|-------------------|---|--------------------------|-------|---|-------------|-------|
| Quantity Ordered: | 1 | X Subtotal of A + B + C: | 65007 | = | Subtotal D: | 65007 |
|-------------------|---|--------------------------|-------|---|-------------|-------|

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

| Description | Cost | Description | Cost |
|-------------|------|-------------|------|
| | | | |
| | | | |
| | | | |
| | | Subtotal E: | 0 |

| | |
|-----------------------|-----------------|
| Delivery Date: | 120 days |
|-----------------------|-----------------|

F. Total Purchase Price (D+E):

65007

07/03/2019

Specifications For: GOODYEAR, AZ HGAC CONTRACT

1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS

- 1 6.8L SOHC EFI Triton V10 Engine
- 1 6-Speed Automatic Transmission with OD
- 1 14,500 lb. GVWR
- 1 176" Wheel Base
- 1 Cab Air Conditioner
- 1 AM / FM Radio

1 16' CARGO BOX WITH WALKTHRU

- 1 AeroCap with Walk Thru
- 1 2" X 6" Dense Pine Flooring
- 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
- 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
- 2 Laminated Steel Lock
- 1 Kemlite Covering on Inside Rear Doors
- 1 Back Up Alarm

1 LED TRAFFIC DIRECTOR WITH 30FT CABLE – REAR MOUNT

1 HIDE AWAY 12v LED FLASHER KIT – IN FRONT AND REAR OF TRUCK

1 CUES EXCLUSIVE POWER BOOM CRANE WITH LED LIGHTING

Power actuated boom extends and retracts up to 24" at the touch of a button for precise deployment/retrieval placement of the transporter/camera, 750 lb. capacity, Yellow Retrieval Hook, 75'x 5/32" Cable Length, Floor Mounted, 12VDC, Push Button 4-Function Detachable 12' Pendant Control, Powder Coat Finish. High intensity LED lighting to help light up the manhole to assist in deployment/retrieval of the transporter/camera.

1 SAFE ENTRY/EXIT BUMPER

- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Step Folds Up for Ground Clearance
- 1 Safety Grab Handle

1 KICKPLATE TRANSPORTER STORAGE

- 1 Lockable Storage Compartment for Camera and Transporter
- 1 Sliding Drawer
- 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 KICKPLATE 2 DRAWER STACK ALUMINUM STORAGE

1 BACK-UP COLOR CAMERA SYSTEM [CHASSIS]

1 BUMPER MOUNTED SAFETY CONE HOLDER

1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM

- 1 Door

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:

- 2 Amber LED Strobe Warning Beacons Roof Mounted
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination
- Control Room Interior:
 - 1 Lonseal Lonplate Flooring
 - 1 Kemlite Wall & Ceiling Covering
 - 1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
 - 1 Tinted Viewing Window in Bulkhead Wall

- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 12V High Intensity LED Light Fixture
- 2 Electrical Outlet with Dual Receptacles
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair, Swivel With Casters
- 1 Breaker Box Storage Area with Locking Positive Latch
- 1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP**
- 1 CURBSIDE DOOR WITH FOLD-DOWN STEPS FOR EVO 3.0**
- 1 BENCH SEAT IN CONTROL ROOM**
- 1 CUSHION FOR BENCH SEAT**
- 1 CLOSET IN CONTROL ROOM**
- 1 STORAGE CABINET UNDER CONTROL ROOM DESKTOP**
- 1 UPPER WALL CABINET IN CONTROL ROOM**
- 1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:**
 - 1 Lonseal Lonplate Flooring
 - 1 Kemlite Wall & Ceiling Covering
 - 1 Electrical Outlet with Dual Receptacles
 - 1 12V High Intensity LED Light Fixture
 - 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights
- 1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:**
 - 1 20-Gallon Fresh Water Tank
 - 1 Electric Water Pump
 - 1 Retractable Hose Reel with 25'Water Hose and Nozzle
- 1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM**
 - 1 Lower Storage Cabinet / Work Top **with No Sink**
 - 1 Upper Wall Mounted Storage Cabinet
- 1 ADDITIONAL LIGHTING AND OUTLET**
 - 1 Light Mounted Above Work Top
 - 1 Dual Receptacle Outlet Above Work Top
- 1 TOOL CHEST, MODULINE, 5 DRAWER**
- 1 12VDC OUTLET**
- 1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL**
 - 1 Flat Screen Monitor
 - 1 Cable Assembly - Video Monitor to Monitor in Control Room
 - 1 Electrical Outlet
- 1 ON-BOARD AC POWER SYSTEM, DYNAMIC INVERTER, 6.3KW**
- 1 DIGITAL ENGINEERING PANEL FOR INVERTER SYSTEM, BLACK**

1 HD DUC STR-ON CAMERA ASSEMBLY WITH SONDE

- 1 Single, Forward Viewing, Digital Camera with Fisheye Lens
- 1 For Inspection of 6" - 60" Diameter Pipes
- 1 Strobing LED Lighting System
- 1 Built-in Transmitter, 512 Hz
- 1 Protective Skid Kit for Front Dome of DUC Camera, for 6" pipe
- 1 sell with dome protector

1 PAN & TILT ZOOM OZ II M/C LED CAMERA

- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
- 1 NTSC Color Standard with 4x Light Integration
- 1 4 x 5W Cluster LED's for 6" through 72" lines
- 1 Camera Transportation and Storage Case

1 BUILT-IN SONDE FOR MAINLINE CAMERA TO INCLUDE:

- 1 Built In Transmitter, 512 Hz

1 STEERABLE CAMERA PIPE RANGER TRANSPORTER, WHEELED, v2

- 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
- 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe
With Manual Shifter on Camera Carrier
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse
- 1 Set of Six (6) Driven Rubber Wheels to Inspect 8" Pipe
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
- 1 Tip Up Rear Connector

1 10" - 15" RUBBER TIRE KIT, v2

1 10" - 15" SPACER KIT FOR SPR/PR, v2

1 18"+ PNEUMATIC TIRE KIT, v2

1 ELECTRIC CAMERA LIFT IN LIEU OF MECHANICAL

1 8" STEEL 10/12 GRIT WHEEL KIT, v2

1 10" - 15" STEEL 10/12 GRIT WHEEL KIT, v2

1 DUC CAMERA TO WHEELED TRANSPORTER WITHOUT LIFT ADAPTER CABLE KIT

1 DUC CAMERA TO WHEELED TRANSPORTER WITH MECHANICAL LIFT ADAPTER CABLE KIT

2 HD CABLE TERMINATION TO STANDARD 12-PIN TERMINATION ADAPTER CABLE

1 1500' HD 12PIN MULTI-CONDUCTOR CABLE, .450

- 1 1500' Gold Multi Conductor Kevlar Fiber Armored Cable, .450 Diameter
- 1 Kevlar Armored Cable Terminal Connector With Coaxial Pin
- 1 12-Pin Dummy Protector Plug
- 1 Cable Strain Relief

1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE

- 1 Black Thermoplastic Powder Coated Frame
- 1 Power Levelwind & Multi Ratio Manual Transmission
- 1 Footage Meter with Local Counter and Remote Electronic Counter
- 1 Transmission Control at Viewing Station

- 1 Local Reel Mount Electrical and Mechanical Control
- 1 Sealed Continuous Contact Collector Assembly
- 1 Removable Drip Pan for Cleaning
- 1 CONFIGURE TV REEL FOR HD CAMERA USE**
- 1 CABLE ASSY, TEST, SYS SEL,DUC,CATVS**
- 1 AUTOMATIC PAYOUT SYSTEM FOR REEL - INSTALLED**
- 2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS**
- 1 PCU ASSEMBLY [RACK MOUNT]**
- 1 CCU ASSEMBLY [RACK MOUNT]**
 - 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard
 - 1 On Screen Footage Display
- 1 TEST CABLE**
- 1 8.7" MINI KEYBOARD**
- 1 BRACKET, LOGITECH CONTROLLER, K2**
- 1 WIRELESS CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]
- 1 WIRED USB CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]
- 1 [RACK MOUNT] COMPUTER HD Ready GraniteNet PREMIUM TO INCLUDE (MINIMUM):* ****
 - 1 Motherboard with Intel 8th Gen. LGA 1151 Socket; Intel Z370 Chipset
 - 1 Intel Core i7-8700 Processor at 3.2 GHz
 - 1 Intel UHD Graphics 630 with HDMI/DVI/VGA

- 1 8 GB DDR4 RAM, 2400 MHz
- 2 Intel Gigabit Network adapters
- 1 Intel AC 7265 Dual Band Wireless adapter; 802.11 a/b/g/n/ac
- 1 Bluetooth 4.2
- 6 USB 3.1 Gen 1 ports (4 rear, 2 front)
- 2 USB 3.1 Gen 2 ports (1 type A, 1 type C)
- 1 250 Gigabyte M.2 Solid State Drive
- 1 1 Terabyte SATA Hard Drive, 7200 RPM
- 1 DVD +/- RW Optical Drive
- 1 USB Video Capture Device for MPEG 1 / 2 / 4 / WMV
- 2 RS232 Serial Comm Ports
- 1 500 Watt 1U ATX Power Supply
- 1 Industrial Hardened Case Slim 2U Design for 19" Rack
- 1 Windows 10 Professional 64-bit Operating System
- 1 GraniteNet Premium Software
- 1 Visual Display Adapter, 2 GB, HDMI/DVI display output

*Spec for computers can change without notice

**International Configuration may vary to comply with the U.S. Department of Commerce, Bureau of Industry & Security regulations on export of technology

1 USB BLACK COMPUTER KEYBOARD AND MOUSE

1 HP OFFICEJET COLOR PRINTER

1 GraniteNet PREMIUM SOFTWARE SUPPORT PLAN

1 LATERAL INSPECTION MODULE GraniteNet SOFTWARE

1 GNET SCHEDULER MODULE

1 DUC VIDEO REC MODULE GraniteNet SOFTWARE

1 DUC FLAT GEN MODULE GraniteNet SOFTWARE

1 DUC REVIEW MODULE GraniteNet SOFTWARE

1 GraniteNet OFFICE SUPPORT PLAN

1 GraniteNet OFFICE KIT

1 ESRI INTERFACE MODULE GraniteNet SOFTWARE

1 ESRI IMPORT MODULE GraniteNet SOFTWARE

1 DATA GIS SYSTEMS REMOTE ONLINE IMPLEMENTATION ASSISTANCE GraniteNet

1 KIT, WEB VIEWER PORTAL GNET

1 DATA WEB PORTAL IMPLEMENTATION GraniteNet

1 GraniteNet PORTAL SOFTWARE SUPPORT PLAN

- 1 KIT, WEBSYNC PORTAL GNET
- 1 WEBSYNC PORTAL IMPLEMENTATION GNET
- 1 SOFTWARE, WEBSYNC SUPPORT GNET
- 1 GNET PACP MODULE
- 1 GNET LATERAL INSPECTION MODULE
- 1 GNET LACP MODULE
- 1 UPS TO INCLUDE THE FOLLOWING:
 - 1 Input 120-Volt / Output 120-Volt
 - 1 Cord Management Straps
- 1 CABLE ASSY LAT, RED, 4CND, 1000', LMPII
- 1 SELF PROPELLED LATERAL INSPECTION / EVALUATION SYSTEM, WHEELED, FOR 6" - 30" MAINLINE AND 3" - 8" LATERAL INSPECTION, TO INCLUDE:
 - 1 Solid State Color Sewer TV Camera with:
 - 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
 - 1 NTSC Color Standard, 236 degree tilt/rotation, 285 degree optical pan
 - 1 Auto-centering feature, Automatic Focus, Automatic Iris
 - 1 Remote focus and Iris Override
 - 1 4x Light Enhancement Feature
 - 1 Mini Fixed Orientation Color Camera, 1.50" Maximum Diameter x 3.5" Maximum Length with:
 - 1 Built In Light Ring with Solid State White LED Lighting
 - 1 Auto Upright image
 - 1 Built in Sonde transmitter for locating.
 - 1 Camera Head Assembly with Rotation Positioning
 - 1 Push Cable Drive Assembly - Two-Speed Extend / Retract Camera Positioning
 - 1 Self Propelled Launcher Robot with Freewheel, Forward, and Power Reverse
 - 1 Wheeled Transporter Not to Exceed 32.2" Length from Front of the Pan, Tilt, Zoom Camera to the Rear of the Launcher Robot
 - 1 Electric Reel with Slipping and Clutch for Powered Retrieve of Push Cable
 - 1 Control System to Include Launcher / Self Propelled Robot Control with:
 - 1 Extend / Retract, Left / Right Rotation, Cable Drive Speed
 - 1 Rear tip-up connector
 - 1 Interconnect Cable for Launcher to Push Cable
 - 1 Interconnect Cable for Control System to Power Control Unit
 - 1 Single-point quick wheel removal system
 - 1 6 each 3.5" diameter tires for 6" pipe
 - 1 6 each 4.375" diameter tires for 8" pipe
 - 1 6 each 5" diameter tires for 10"-15" pipe
 - 1 5" Monitor
 - 1 Rear- View Camera
 - 1 Color NTSC Camera
 - 1 Lighting with (12) Solid State White LEDs
- 1 QUICK CABLE LOCK PIGTAIL COUPLER KIT
- 1 120' PUSH CABLE FOR LATERAL INSPECTION SYSTEM
- 1 SPARE 120' PUSH CABLE FOR LATERAL INSPECTION SYSTEM

1 6" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER

1 8" STEEL 10/12 GRIT WHEEL KIT, v2

1 10-15" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER

1 REDI EVALUATION KIT TO INCLUDE:

- 1 Rugged Weather Proof Storage Case
- 1 Digital Hi-Resolution Wide Angle Web Camera
- 1 Diagnostic Test Box To Include:
 - 1 Voltage Test Points
 - 1 Built-In Mini Camera
- 1 Footage Test Box
- 1 Digital Multi-Meter
- 1 USB Diagnostic Tool
- 1 Video Cables And Adaptors

1 KIT, DOWNHOLE, STD

- 1 Toproller Assembly, Manhole, TV Only, Al
- 1 Claw Hook, Manhole Adapter, f/WT319
- 1 Hook Assembly, Retrieval (SNGL, SHTY/LMP/PR)
- 6 Pole Assembly, Retrieval / Downhole tl, 58"
- 1 Roller Assembly, Invert f/ WT319

1 MULTI CONDUCTOR TV ONLY TOOL KIT

- 1 Milliampmeter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Pliers
- 1 5/32 T-Handle Hex Wrench

1 TRAINING, ON-SITE (FOUR DAYS)

1 TRAINING, ON-SITE (SEVEN DAYS) – FOLLOW UP DAYS

1 TRUCK DELIVERY TO GOODYEAR, ARIZONA

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
CUES, INC.
Orlando, Florida

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, CUES, Inc. hereinafter referred to as the CONTRACTOR, having its principal place of business at 3600 Rio Vista Avenue, Orlando, Florida 32805.

ARTICLE 1: SCOPE OF SERVICES
The parties have entered into a Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services Contract to become effective as of January 1, 2018, and to continue through December 31, 2020 (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 Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services offered by the CONTRACTOR. The CONTRACTOR agrees to sell Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services 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:SC01-18, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:SC01-18, 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: END USER AGREEMENTS
H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However, this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END

USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

SUBCONTRACTS & ASSIGNMENTS

ARTICLE 7:

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.

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

ARTICLE 8:

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

REPORTING REQUIREMENTS

ARTICLE 9:

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.

MOST FAVORED CUSTOMER CLAUSE

ARTICLE 10:

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, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

SEVERABILITY

ARTICLE 11:

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.

DISPUTES

ARTICLE 12:

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 13:

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 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

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 order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, 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 15:

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 order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:

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 order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:

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 18:

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 19:

PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to

entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

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 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

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

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license 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 23:

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:


Director

Date: JANUARY 9, 2018

Signed for CUES, Inc.
Orlando, Florida:


Printed Name & Title: David Doolittle, Vice President

Attest for CUES, Inc.
Orlando, Florida:


Printed Name & Title: James R. Ferguson, Production Manager

Date: November 28, 2017

Attachment A
CUES, Inc.
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous
Services
Contract No.: SC01-18

H-GAC PRODUCT ITEM BASE OFFERING PRICES

| H-GAC Product Code | Description | Base Offered Price |
|--|--|--------------------|
| CUES | | |
| E. Standard Portable Sewer Inspection Systems | | |
| E014 | Mark3 - Portable Mainline Pull System", including: Night Owl pan and tilt camera, Ultra Shorty self propelled tractor for 6"-15" lines, LCD Display with built in Power Control Unit, keypad and mounted on reinforced RAM assembly, built in DVR-SD , compact reel with 500' multi-conductor TV cable, auto payout retrieve and footage head, and downhole equipment. | \$ 64,900.00 |
| E015 | K2 System - Portable Mainline Pull System", including: Night Owl pan and tilt camera, Ultra Shorty self propelled tractor for 6"-15" lines, Power Control Unit with integral 10" monitor, Pro Data data display system, DVR-SD , wheeled dolly with 500' multi-conductor TV cable and footage head, and downhole equipment. | \$ 47,550.00 |
| E016 | Lite Stick Pole Camera system, with inspection pole, wireless video transmitter, rechargeable battery and camera head assembly | \$ 5,445.00 |
| E017 | QZ II Zoom Pole Camera system, including: compact high resolution zoom camera with HID lighting, extendable telescoping pole, video image stabilization, Class 2 ANSI safety vest and rechargeable battery | \$ 12,570.00 |
| E018 | MP+ - Portable Pipeline Inspection System : Portable lateral & mini-mainline push system. This modularly designed system stands out by integrating all of the most sought after features including video titling, video inspection coding, digital recording and portability into an easy to use and intuitive package. System includes a miniature self leveling camera with built in sonde, stainless steel durable wheeled coiler with 200' of push cable and large 8.4 industrial grade monitor with built in titling and digital recording in a weather/water resistant enclosure for 2" - 12" pipelines. | \$ 12,450.00 |
| G. Sewer Inspection Vans | | |
| G012 | One Ton Cargo Van Installation (vehicle provided by customer) which includes: basic cargo van interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rackmounted DVD; TV reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit,downhole equipment and two (2) days of training. | \$ 88,202.00 |
| G013 | Cargo Van TV Inspection Vehicle - Chevy C3500 Express One Ton Cargo Van - 155" wheelbase , gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 9500 lb GVW which includes: basic cargo van interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rackmounted DVD; TV reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit,downhole equipment and two (2) days of training. | \$125,600.00 |

| | | |
|-------------|---|--------------|
| G014 | DRW Van Installation (Vehicle provided by customer) which includes: 12' aluminum hi-cube body with pass thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$119,000.00 |
| G015 | DRW Van TV Inspection Vehicle - Chevy C3500 Cutaway DRW Van - 139" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 12,300 GVW which includes: 12' aluminum hi-cube body with pass thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$152,600.00 |
| G016 | Hi-Cube Van Installation (vehicle provided by customer) which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$121,100.00 |
| G017 | Hi-Cube Van TV Inspection Vehicle - Ford E450 Cutaway Van, 158" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 14,050 GVW which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$154,800.00 |
| G018 | Step Van Installation (vehicle provided by customer) which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$112,300.00 |
| G019 | Step Van TV Inspection Vehicle - Ford F59 Step Van chassis, 178" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 19,500 GVW which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$163,900.00 |

| | | |
|--------------|---|--------------|
| G020 | Sprinter Van Installation (vehicle provided by customer) which includes: Evolution Sprinter interior carpentry and outfitting; 6 KW MEPS inverter system(upgrade of chassis for MEPS system included); Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system; 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$109,100.00 |
| G021 | Sprinter TV Inspection Vehicle - Freightliner Sprinter 3500, 170" wheelbase, diesel engine, automatic transmission, cab air conditioning, AM/FM Radio, 11,030 GVW which includes: 14' body, Evolution Sprinter interior carpentry and outfitting; 6 KW MEPS inverter system; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system; 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$160,550.00 |
| G021A | Ford Transit Van Installation (vehicle provided by customer) which includes: Evolution interior carpentry and outfitting; 5.5 KW on board generator, Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system; 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$ 98,800.00 |
| G021B | Ford Transit TV Inspection Vehicle - Ford Transit, 148" wheelbase, 3.7 L gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 10,360 GVW which includes: Evolution interior carpentry and outfitting; 5.5KW on board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system; 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$142,250.00 |



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

CONFERENCE
INVITATION:

☒ PRE-BID

☐ PRE-PROPOSAL

PROCUREMENT NO: **SC01-18**

ISSUE DATE: **August 08, 2017**

CATEGORY: **Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services**

PURPOSE OF THE CONFERENCE

Prior to soliciting offerings for the supply of products and/or services described herein, the Houston-Galveston Area Council of Governments (**H-GAC**) will conduct a Conference for interested parties. At the Conference, **H-GAC** staff will solicit comments related to the requirements and specifications contained in this DRAFT document. Participants should be prepared to offer constructive suggestions regarding content and/or format. Information and comments received at the Conference will be considered by **H-GAC** staff when preparing the Invitation To Submit Competitive Responses. The objective is a clearly written and competitive specification.

Please closely study the contents of this document before attending the Conference. Proceedings will move swiftly and there will be no time for an effective review while it is underway. Prior review is important even if you are a previous supplier participant because significant changes may have been made since the last specification for this Product/Service was issued.

More than 5,400 local governments, districts, state agencies and authorities participating in the H-GAC Cooperative Purchasing Program purchase products and services thru **H-GAC** contracts.

TENTATIVE PROCUREMENT SCHEDULE AND DETAILS

| | |
|--|---|
| DRAFT SPECIFICATION / INVITATION: | June 07, 2017 |
| PRE-BID/PROPOSAL CONFERENCE: | July 11, 2017 @ 9:00 a.m. CT H-GAC 2 nd Floor Room D |
| FINAL SPECIFICATION / INVITATION: | August 8, 2017 |
| RESPONSES DUE: | September 05, 2017 @ 1:00 p.m. CT H-GAC Clock |
| PUBLIC RESPONSE OPENING: | September 05, 2017 @ 2:00 p.m. CT 2 nd Floor |
| RECOMMENDATIONS TO BOARD: | November 21, 2017 |
| CONTRACT START DATE & TERM: | January 01, 2018 thru December 31, 2020 |
| The documents comprising this Invitation are available via (appropriate box(es) checked): <input type="checkbox"/> - E-mail <input checked="" type="checkbox"/> - Web Download @ www.hgacbuy.org/bid_notices | |
| For questions regarding this Invitation, please contact: Name: Brian Denzel Phone: 832-681-2554 E-mail: Brian.Denzel@h-gac.com | |

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements (Draft)

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

SECTION D - Pro-Forma (Sample) Contract

NOTICE TO MANUFACTURERS

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

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

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



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No.

DESCRIPTION:

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1. INTRODUCTION

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

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

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

Definitions and Abbreviations:

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

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

Approved. Acceptable to the "authority having jurisdiction."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Must. A term indicating a mandatory requirement.

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

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

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

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

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

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

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

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

Quotation. See "Contract Pricing Worksheet".

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

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

Shall. A term indicating a mandatory requirement or action.

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

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

Acronyms:

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

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

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

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

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

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

EPA = U.S. **E**nvironmental **P**rotection **A**gency

FAA = **F**ederal **A**viation **A**dministration

FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards

H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments

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

3. NON-BINDING ORAL COMMENTS

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

4. STRUCTURE OF RESPONSE

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

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

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

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate Form A to be included in the single Response. If the Response is successful each party shall sign a separate contract with H-GAC and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with H-GAC may process purchase orders and payments.

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

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is Offeror's sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from H-GAC. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. Offeror shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. H-GAC shall not be liable for Offeror's incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of H-GAC, and shall be considered to be in the public domain.

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

6. OFFEROR'S AUTHORIZED SIGNATORY

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

7. SURETY FOR INSURANCE

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

8. CONFIDENTIAL / PROPRIETARY MATERIALS

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

9. REFERENCES

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

10. INSURANCE

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

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

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

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

11. OFFEROR CERTIFICATIONS

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

Non-Collusive Response

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

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

Non-Biased Specifications

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

No Financial Interest or Other Conflict

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

Debarment and Suspension Status

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

Insurance Coverages

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

Licensing & Permits

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

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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

13. NON-RESIDENT RECIPROCAL SALES ACT

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

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

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

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

15. INTENT AND SCOPE OF SPECIFICATIONS

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

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

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

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

17. PRODUCT CODES

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

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

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

18. SPECIFIC DESCRIPTIVE REFERENCES

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

19. MANUALS

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

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

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

Options - General

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

Required Options

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

Other Options

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

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

Published & Unpublished Options

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

21. WARRANTIES, SALES & SERVICE

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

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

22. H-GAC ORDER PROCESSING CHARGE

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

23. PRE-PAYMENTS AND DISCOUNTS

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

24. INSPECTION / TESTING

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

25. PRODUCT DELIVERY

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

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

26. OFFERED PRODUCT ITEM VARIANCES

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

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

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

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

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

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

Fourth Section:

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

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

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

29. INCONSISTENT INFORMATION

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

30. REJECTION OF RESPONSES

- H-GAC** may reject a response if:
 - **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- H-GAC** may reject any and all responses, and may reject any part of a response.
- H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- The following occurrences require disqualification of the bid/proposals:**
 - Unsigned or unauthorized signatures on bids/proposals;
 - Bids received after the date and time for opening
 - Bids where prices are conditional on award of another bid or are subject to unlimited escalation

- e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC**.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

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

32. RESPONSE EVALUATION

For Bid Responses:

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

For Proposal Responses:

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

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

34. AWARD OF CONTRACT

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

35. PRO-FORMA CONTRACT

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

36. CONTRACT TERM

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

37. PERFORMANCE & PAYMENT BOND

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

38. CHANGE ORDERS

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

39. DUPLICATION OF TERMS OR STATEMENTS

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

40. PUBLICITY

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

41. TAXES

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

42. DRUG FREE WORKPLACE

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

43. PRODUCT NOTICES & MAILINGS

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

44. HANDLING OF ORDERS & PAYMENTS

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

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER Aon Risk Services Central, Inc. Grand Rapids MI Office 50 Louis Street NW Suite 200 Grand Rapids MI 49503 USA | | CONTACT NAME: PHONE (A/C, No. Ext): (616) 456-5366 FAX (A/C, No.): (616) 456-7451 E-MAIL ADDRESS: | |
| INSURED Cues, Inc. SPX Corporation 13320-A Ballantyne Corporate Place Charlotte NC 28277 USA | | INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 22667 | |

COVERAGES

CERTIFICATE NUMBER: 570077946735

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | XSLG71213225 General Liability - SPX SIR applies per policy terms & conditions | 01/01/2019 | 01/01/2020 | EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$25,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/> | | | | | | EACH OCCURRENCE AGGREGATE |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE CON-20-5096/SC/01-18/TV Lamp/DUC Truck, Goodyear, AZ.

Limits of Liability shown for General Liability policy #XSLG71213225 are in excess of a Self-Insured Retention of \$250,000 per occurrence.

CERTIFICATE HOLDER**CANCELLATION**City of Goodyear
Jacque Behrens
190 North Litchfield Road
Goodyear AZ 85338 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc

Holder Identifier :

Certificate No : 570077946735