

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. N/A
Contract
 Re-Bid Other

LIVING WAGE APPLIES: No

Requisition No./Project No.: RQID1500064 TERM OF CONTRACT: 1/1/2015 – 12/31/2017 (2 Years)

Requisition /Project Title: SC01-15: Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services

Description: Miami-Dade County's Water & Sewer Department (WASD) would like to access this term contract from the Houston-Galveston Area Council (HGAC) to purchase three (3) Hi-Cube TV Inspection Trucks.

Issuing Department: Miami-Dade Transit

User Department	Purchase	Funding Source
WS	\$747,000.00	Proprietary Funds

Contact Person: Tracey Jones Phone: 305-375-4803 Estimate Cost: \$747,000.00

ANALYSIS

Commodity Codes: 070-51

Check here if this is a new contract/purchase with no previous history.

	EXISTING		
Contractor:	N/A		
Small Business Enterprise:	N/A		
Contract Value:	N/A		
Comments:			
Continued on another page (s):			

RECOMMENDATIONS

SBE	Set-aside	Sub-contractor goal	Bid preference	Selection factor

Basis of recommendation:

[Redacted]

Signed: <i>Tracey Jones</i>	Date sent to DBD: 3/16/2015
	Date returned to DPM: [Redacted]



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

INVITATION TO SUBMIT COMPETITIVE:



BIDS



PROPOSALS

INVITATION NO.: **SC01-15**

ISSUE DATE: **August 7, 2014**

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

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 6,000 member local governments, districts, agencies in 48 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Wednesday, June 4, 2014
PRE-BID/PROPOSAL CONFERENCE:	Wednesday, July 2, 2014 @ 9:00 A.M. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	Thursday, August 7, 2014
BID/PROPOSAL RESPONSES DUE:	Thursday, September 4, 2014 @ 1:00 P.M. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Thursday, September 4, 2014 @ 2:00 P.M. CT; H-GAC Conf Rm B
RECOMMENDATIONS TO BOARD:	Tuesday, November 18, 2014
CONTRACT START DATE & TERM:	January 1, 2015 thru December 31, 2017
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact: Name: Aundre Petty Phone: 713-993-2453 E-mail: Aundre.Petty@h-gac.com	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

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

SECTION C - HGACBuy *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ELXSI D/B/A CUES
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, **Elxsi d/b/a Cues**, 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, 2015, and to continue through December 31, 2017 (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:SC01-15, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:SC01-15, 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 to, 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**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

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

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

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

ARTICLE 9:**REPORTING REQUIREMENTS**

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

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

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

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

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, 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.

ARTICLE 11:**SEVERABILITY**

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

ARTICLE 12:**DISPUTES**

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

ARTICLE 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:



Deidre Vick, Director of Public Services
Date: Nov 9, 2014

Signed for Elxsi d/b/a Cues
Orlando, Florida:



Printed Name & Title: David Doolittle, Vice President

Date: 11/21, 2014

Attest for Elxsi d/b/a Cues
Orlando, Florida:



Printed Name & Title: Paul Stenzler, Vice President of Sales

Date: 11/21, 2014

Attachment A
ELXSI d/b/a Cues
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous
Services
Contract No.: SC01-15

H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price 2014
CUES		
E. Standard Portable Sewer Inspection Systems		
E014	Mini Push 2020 - Portable Pipeline Inspection System", including: PS3 miniature self-leveling inspection camera with built in 512Hz sonde, wheeled coiler with 6.4" LCD monitor, 200' of push rod cable, built in titling system with electronic footage readout and push skids for 3" to 8" pipe.	\$9,450
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.	\$46,000
E016	Lite Stick Pole Camera system, with inspection pole, wireless video transmitter, rechargeable battery and camera head assembly	\$5,400
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	\$12,300
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.	\$12,446
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.	\$79,000
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.	\$109,800

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.	\$93,000
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.	\$125,200
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.	\$95,300
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.	\$130,150
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.	\$110,740
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.	\$138,200

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.	\$85,282
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.	\$136,030

**COOPERATIVE PURCHASING PROGRAM
SEWER CLEANING, HYDRO-EXCAVATING, INSPECTION EQUIPMENT,
AND SERVICES**

Background

H-GAC received and opened twenty-five competitive bids of which three were joint bids for Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services on September 4, 2014.

Aries Industries, Inc. *	Waukesha, WI
CLS Sewer Equipment Co.	Richardson, TX
Optical Robotics LLC dba Cobra Technologies	Smyrna, GA
ELXSI /dba CUES	Orlando, FL
Douglas Products & Packaging Co. LLC	Liberty, MO
Duke's Root Control	Syracuse, NY
Durand-Wayland, Inc.	Lagrange, GA
Economy Drilling Solutions	Altus, OK
Envirosight, LLC *	Randolph, NJ
GapVax, Inc.	Johnstown, PA
Gradall Industries, Inc. *	New Philadelphia, OH
Harben, Inc.	Cumming, GA
Hi-Vac Corporation	Marietta, OH
Infrastructure Technologies, LLC	Albuquerque, NM
KEG Technologies, Inc.	Spartanburg, SC
Kinloch Equipment & Supply, Inc.	Pasadena, TX
Raush Electronics USA, LLC	Chambersburg, PA
Ring O Matic	Pella, IA
R.S Technical Services, Inc.	Petaluma, CA
Sewer Equipment Co. of America	Dixon, IL
Super Products, LLC	New Berlin, WI
Texas Municipal Equipment, LLC	Arlington, TX
Texas Underground, Inc.	Pearland, TX
Trojan Worldwide, Inc.	Houston, TX
Vac-Con, Inc.	Green Cove Springs, FL

*Joint Bids

Current Situation

All bid responses have been evaluated by H-GAC staff. Twenty-five bids consisting of fifty entities are being recommended for an award.

Funding Source: Participating local government purchasers

Budgeted: N/A

Action Requested

Request authorization of contracts with lowest priced responsible bidders for product items as summarized in the following Award Recommendation Table and, as may be applicable to extend contract assignments to other authorized entities during the contract period. If an awarded bidder fails to execute a contract within forty-five days, authorization is requested to contract with the next lowest priced responsible bidder.

(over)

SC01-15 Award Recommendation Table

MANUFACTURER	H-GAC PRODUCT CODE	AWARDEE
A. Sewer Cleaners, Centrifugal Compressor Fan Type, For Truck Mounting		
Vac-Con	A001 - A003	VAC-CON, Inc.
Vactor	A004	Kinloch Equipment & Supply, Inc.
B. Sewer Cleaners, Positive Displacement Type, For Truck Mounting		
GapVax	B001 – B016	GapVax, Inc.
Hi-Vac	B017 – B027	Hi-Vac Corporation
Super Products	B028 – B030	Super Products, LLC
Vacall	B031, B033 – B037, B039 – B042	Gradall Industries, Inc., Associated Supply Company, Inc, Rodders & Jets Supply Co., Texas Municipal Equipment, LLC & Waukesha-Pearce Industries, Inc.
Vac-Con	B043 & B044	VAC-CON, Inc.
Vactor	B045 & B046	Kinloch Equipment & Supply, Inc.
C. Jet Rodders, For Truck & Trailer Mounting		
Durand-Wayland	C001 – C014	Durand-Wayland, Inc.
GapVax	C015 – C019	GapVax, Inc.
Harben	C020 – C033	Harben, Inc.
Hi-Vac	C034 – C048	Hi-Vac Corporation
PipeHunter	C049 & C050	Texas Underground, Inc.
Ring-O-Matic	C051 & C052	Ring-O-Matic
Sewer Equipment Co.	C053 – C076	Sewer Equipment Co. of America
Super Products	C082	Super Products, LLC
Trojan Tool	C083 – C085	Trojan Worldwide Inc.
U.S. Jetting	C086 – C101	Texas Municipal Equipment, LLC
Vac-Con	C102 & C103	VAC-CON, Inc.
Vactor	C104	Kinloch Equipment & Supply, Inc.
D. Hydro-excavators, Truck & Trailer Mounted		
Economy Drilling Solutions (EDS)	D001	Economy Drilling Solutions
GapVax	D002 – D025	GapVax, Inc.
Hi-Vac	D026 – D031	Hi-Vac Corporation
Industrial Systems, Inc.	D032 – D038	Texas Municipal Equipment, LLC
Pipe Hunter	D039	Texas Underground, Inc.
Ring-O-Matic	D040 – D075	Ring-O-Matic
Sewer Equipment Co.	D076 – D085	Sewer Equipment Co. of America
Super Products	D087 & D088	Super Products, LLC
Vac-Con	D089	VAC-CON, Inc.
VacStar	D090 – D093	CLS Sewer Equipment Co.
Vactor Mfg.	D094 – D096	Kinloch Equipment & Supply, Inc.
E. Standard Portable Sewer Inspection Systems		
Aries	E001 – E003	Aries Industries, Inc., Rodders & Jets Supply Co.
Cobra Technologies	E004 – E013	Optical Robotics LLC dba Cobra Technologies
Cues	E014 – E018	ELXSI /dba CUES
Envirosight	E019 – E037	Envirosight, LLC, Best Equipment Co., Inc., Bell Equipment Company, Bruce Municipal Equipment, Environmental Products of Florida, Corp, Environmental Products of Georgia, Corp, Green

(over)

		Equipment Company, Haaker Equipment Company, J.F. McDermott Corp, Joe Johnson Equipment USA Inc., Key Equipment & Supply Co – Kansas, Key Equipment & Supply Co – Oklahoma, Key Equipment & Supply Co - St. Louis, MacQueen Equipment, Inc., Neverest Equipment Company, Owen Equipment Company, Owen Equipment Sales, Public Works Equipment and Supply, Inc., Sansom Equipment Co., Inc., Standard Equipment Company, Trans Iowa Equipment, Trans Iowa Equipment dba Nebraska Environmental Products, & Virginia Public Works Equipment Company
IBAK	E038 & E039	Kinloch Equipment & Supply, Inc.
PipeHunter	E048	Texas Underground, Inc.
Rausch	E049 – E055	Raush Electronics USA, LLC
R.S. Technical Service	E056 – E058	R.S. Technical Services, Inc.
Trojan Tool	E059 & E060	Trojan Worldwide Inc.
Vivax	E065	Kinloch Equipment & Supply, Inc.
F. Explosion-Proof Portable Sewer Inspection Systems		
R.S. Technical Service	F005 & F006	R.S. Technical Service Inc.
G. Sewer Inspection Vans		
Aries	G001 – G005	Aries Industries, Inc., Rodders & Jets Supply Co.
Cobra Technologies	G006 – G011	Optical Robotics LLC dba Cobra Technologies
Cues	G012 – G021	ELXSI /dba CUES
IBAK	G022 – G026	Kinloch Equipment & Supply, Inc.
Raush	G037 – G045	Raush Electronics USA, LLC
R.S. Technical Service	G046 – G055	R.S. Technical Services, Inc.
H. Miscellaneous Sewer Equipment		
Aries	H001	Aries Industries, Inc., Rodders & Jets Supply Co.
Cobra Technologies	H002 – H012	Optical Robotics LLC dba Cobra Technologies
Douglas Products	H013	Douglas Products & Packaging Co. LLC
EDS	H014	Economy Drilling Solutions
ENZ USA	H015 – H033	Kinloch Equipment & Supply, Inc.
GapVax	H037 – H039	GapVax, Inc.
Hi-Vac	H040 – H044	Hi-Vac Corporation
Infrastructure Technologies	H045 – H047	Infrastructure Technologies
KEG Technologies	H048 – H058	KEG Technologies, Inc.
PipeHunter	H059 – H064	Texas Underground, Inc.
Prowler	H065	CLS Sewer Equipment Co.
Rausch	H066 – H073	Raush Electronics USA, LLC
Ring-O-Matic	H074 – H077	Ring-O-Matic
Sewer Equipment Co.	H081 – H091	Sewer Equipment Co. of America
I. Miscellaneous Sewer Cleaning Services		
Douglas Products	I001 & I002	Douglas Products & Packaging Co. LLC
Duke's Root Control	I003 – I009	Duke's Root Control