



**TO:** Board of Contracts and Awards  
**FROM:** Michael P. Slevin III, P.E., Director, Environmental Services  
John O'Loughlin, Assistant Director, Environmental Services  
**COPY:** City Council, City Manager, City Clerk, SBE Coordinator, LEAP Coordinator, and Samol Hefley, Finance/Purchasing, and Mark Lewis, Interim Transmission Assistant Division Manager  
**SUBJECT:** Purchase of two CCTV Vans, HGACBuy Contract No. SC01-18 - December 18, 2018  
**DATE:** December 5, 2018

*MISC*

**RECOMMENDATION SUMMARY:**

The Environmental Services Department, Operations and Maintenance Division, requests a contract be awarded to Elxsi, dba Cues, Inc., Orlando, FL, in the amount of \$689,860, plus applicable sales tax, budgeted from the Environmental Services Wastewater Fund 4300, to purchase two Cues CCTV Vans for collection system asset inspections.

**STRATEGIC POLICY PRIORITY:**

- Strengthen and support a safe city with healthy residents.
- Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

The purchase of this equipment allows the inspection of sanitary and surface water lines for condition assessment and troubleshooting to prevent or resolve sanitary overflows and or flooding issues. New vans will provide the Transmission section additional capabilities and technology that were not available 14 years ago, which will help the crew be most efficient.

**BACKGROUND:**

ISSUE: This vehicle is used for video inspection of the sanitary and stormwater assets. It is vital in determining the area of responsibility and assessing underground asset conditions. The new vans and equipment will provide additional capabilities in the field such as new LED lighting, steerable cameras, lamp 2 lateral launcher with mini pan tilt camera and the ability to broadcast the CCTV signal to other vehicles while they are working together to complete a task. The vans are sized to house the equipment, provide a restroom to limit the need for the crew to leave for breaks and provide a work area to perform maintenance and repairs on the camera equipment.

ALTERNATIVES: If this purchase is not approved, it will result in a reduction of service levels which will affect sanitary and stormwater assets. Older existing equipment will be subject to higher usage and will result in increased overall operating, maintenance, and repair costs.

**COMPETITIVE SOLICITATION:** HGACBuy Contract No. SC01-18 was competitively bid and includes the equipment to be purchased. The current contract term is valid through December 31, 2020. Through an interlocal cooperative purchasing agreement, the City will purchase the needed equipment at the prices, term, and conditions of this contract.

**CONTRACT HISTORY:** New contract.



SUSTAINABILITY: Cues, Inc. is a manufacturer and supplier of environmental protection products to assist in maintaining a functional waste and stormwater distribution systems to protect local and regional watersheds. Cues, Inc. inspection and rehabilitation equipment also helps protect the integrity of municipal and private roads, vaults, lift stations, or any other areas where visibility is required but cannot be manned. Environmental protection is at the core of Cues, Inc. mission with the products they supply.

SBE/LEAP COMPLIANCE: Not applicable.

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
ES Wastewater Fund 4300	ENV-00099-01-01	5641500	\$689,860
<b>TOTAL</b>			<b>\$689,860</b>

\* General Fund: Include Department

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
ES Wastewater Fund 4300	523900	4343150	\$689,860
<b>TOTAL</b>			<b>\$689,860</b>

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$689,680

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 16-5272

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \*City of Tacoma, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \*747 Market Street, Tacoma, WA, 98407

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \*5/20/16 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \*1/1/2016 and ends \*12/31/2016. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: 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 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\* City of Tacoma

Name of End User (local government, agency, or non-profit corporation)

\* 747 Market Street

Mailing Address

\* Tacoma WA 98407

City State ZIP Code

\*By: *Patsy Best*  
Signature of chief elected or appointed official

*FOR* \* Patsy Best, Procurement & Payables Division Manager 5/20/16  
Typed Name & Title of Signatory Date

**Houston-Galveston Area Council**

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: *[Signature]*  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: June 1, 2016

\*Denotes required fields