

Meeting Date: 10/29/2013

Report Type: Consent

Report ID: 2013-00805

Title: Cooperative Purchase Agreement: Sewer/Storm Drain Cleaning Trucks

Location: Citywide

Issue: The Department of General Services, Fleet Management Division, has a customer requirement to purchase two replacement sewer/storm drain cleaning trucks for the Department of Utilities, Operations and Maintenance Division.

Recommendation: Pass a Motion 1) approving the use of the Houston Galveston Area Council (HGAC) cooperative purchase agreement with Vac-Con, Inc. (Contract No. SC01-12) for the purchase of two sewer/storm drain cleaning trucks in an amount not to exceed \$900,717 through June 30, 2014; and 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above.

Contact: Keith Leech, Fleet Manager, (916) 808-5869, Department of General Services

Presenter: None

Department: General Services

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

1-Description/Analysis

2-Contract

City Attorney Review

Approved as to Form
Kourtney Burdick
10/22/2013 9:45:19 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
10/11/2013 11:57:15 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 10/18/2013 11:03:18 AM

Description/Analysis

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 regarding the purchase of supplies and the use of cooperative purchase agreements.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of supplies and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services (DGS), Fleet Management Division, has a customer requirement to purchase two replacement sewer/storm drain cleaning trucks for the Department of Utilities (DOU), Operations and Maintenance Division.

After reviewing the available purchase options, Fleet Management staff determined that the cooperative purchase agreement with the Houston Galveston Area Council (HGAC) represents the most advantageous purchasing strategy. Fleet Management staff has confirmed with Vac-Con, Inc. that the HGAC agreement offers better pricing than it could offer if competitively bid by Fleet Management at this time.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: The recommended purchase of two replacement sewer/storm drain cleaning trucks are budgeted replacements for FY2013/14, and will be made from the DGS FY2013/14 operating budget (Fleet Fund, Fund 6501) and charged to the DOU multi-year operating project (MYOP) for replacement vehicles and equipment (I06013141, Waste Water Fund, Fund 6006). Sufficient funding is available in the DOU MYOP to make the recommended purchase.

On August 20, 2013, City Council adopted Resolution No. 2013-0277 authorizing the acceptance and execution of a Sacramento Emergency Clean Air Transportation (SECAT) Program grant, which provides funding to reimburse the City for a portion of the cost of replacing existing diesel vehicles with alternative fuel vehicles to lower vehicle emissions. The sewer/storm drain cleaning trucks recommended for purchase in this report are eligible for an estimated total reimbursement of \$41,659, which will be credited to the DOU MYOP.

Emerging Small Business Development (ESBD): Vac-Con, Inc. is not certified as an emerging/small business. Cooperative purchase agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs. DGS will consider other alternatives if it is determined that using cooperative purchase agreements has a negative impact on small businesses.



HOUSTON-GALVESTON AREA COUNCIL

January 6, 2012

Jan Chapman, Sales Coordinator
Vac-Con, Inc.
969 Hall Park Road
Green Cove Springs, FL 32043

Dear Ms. Chapman:

RE: CONTRACT NO. SC01-12 FOR THE SUPPLY OF SEWER CLEANING, HYDRO-EXCAVATING & INSPECTION EQUIPMENT & MISCELLANEOUS SERVICES

Enclosed is the completely executed contract for SC01-12 "Sewer Cleaning, Hydro-Excavating & Inspection Equipment & Miscellaneous Services" for your files. Please be advised that your vendor number is [redacted] and also serves as your password for the HGACBuy website. Visit our website at: www.hgacbuy.org to schedule your vendor orientation. Should you require any further information concerning this contract please call me at 713-993-2446.

Sincerely,

Veronica Johnson

Veronica Johnson
Contract Specialist
H-GAC Cooperative Purchasing Program

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-827-3200

Physical Address
3655 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
VAC-CON, INC.
Green Cove Springs, 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, Vac-Con, Inc. hereinafter referred to as the CONTRACTOR, having its principal place of business at 969 Hall Park Road, Green Cove Springs, Florida 32043.

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, 2012, and to continue through December 31, 2014 (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:SC01-12, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:SC01-12, 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 payroll's 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 BONDS FOR INDIVIDUAL ORDERS

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

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

ARTICLE 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: 11/29, 2011

Signed for Vac-Con, Inc.
Green Cove Springs, Florida: Todd Masley
Printed Name & Title: Todd Masley, Sales Manager

Date: 29 November 2011
Attest for Vac-Con, Inc.
Green Cove Springs, Florida: Jan Chapman
Printed Name & Title: Jan Chapman, Sales Coordinator
Date: 29 November, 2011

Attachment A
Vac Con, Inc.
 Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services
 Contract No. SC01-12

H-GAC Product Code	Manufacturer	Description	Base Offered Price	Meets Buy American	
				Yes	No
A. Sewer Cleaners, Centrifugal Compressor Fan Type, For Truck Mounting					
A007	Vac-Con	Combination Sewer Cleaner, 3 Yd Debris Body, Single Engine	\$122,267.00	Yes	
A008	Vac-Con	Combination Sewer Cleaner, 9 Yd Debris Body, Dual Engine	\$132,629.00	Yes	
B. Sewer Cleaners, Positive Displacement Type, For Truck Mounting					
B060	Vac-Con	Comb PD Sewer Cleaner, 9 Yd3 Debris Body, Single Engine	\$146,124.00	Yes	
B061	Vac-Con	Comb PD Sewer Cleaner, 9 Yd3 Debris Body, Dual Engine	\$153,006.00	Yes	
C. Jet Rodders, For Truck & Trailer Mounting					
C095	Vac-Con	HS-1000 Truck Mounted Jet Rodding Machine, 1000 Gal	\$64,610.00	Yes	
C096	Vac-Con	HS-1600 Truck Mounted Jet Rodding Machine, 1600 Gal	\$68,565.00	Yes	
D. Hydroexcavators, Truck & Trailer Mounted					
D033	Vac-Con	Truck Mounted Hydro-Excavator	\$156,097.00	Yes	



2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744
4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0250 • Fax: (510) 670-9003
www.source-mme.com • California State Contractor's License #980409

September 23, 2013

City of Sacramento
5730 24th Street, Bldg. 20
Sacramento, CA 95822

Tel 916-808-4022
Fax 916-808-6328
rjack@cityofsacramento.org

Attention: Robert Jack, Wastewater Collection Superintendent

We are pleased to provide the enclosed contract pricing sheets off the H-GAC, Houston-Galveston Area Council Contract No. SC01-12 (www.hgacbuy.com), for the Vac-Con Model V350LXHA-O/850 Combination Sewer and Storm Drain Cleaner mounted on a new 2014 Freightliner 114SD 4x2 CNG truck chassis for your review.

Summary:

Complete Unit Price, F.O.B. Factory	\$397,281.00
8.50% Sales Tax	<u>33,768.89</u>
Sub-Total	\$431,049.89
HGAC Admin Fee (Body & Chassis)	1,000.00
Delivery to Sacramento, CA	<u>6,050.00</u>
Total	\$438,099.89

City's Purchase Order to be prepared and sent directly to Vac-Con, Inc.
City to pay sales tax directly to the State of California.
MME to assist with DMV registration.
Pricing includes delivery and on-site training.
Delivery 90-120 days A.R.O.
Terms: per H-GAC Program.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

Frank Wheeler III,
Vice President

Enclosure



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: SC01-12

Date Prepared: 9/23/2013

"This Worksheet is prepared by Contractor and given to End User.

If a PO is issued, all documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

ANY CHANGES TO HGAC OFFER MUST BE MADE BY VAC-CON.

Please make Purchase Order out to Vac-Con, Inc. 969 Hall Park Rd., Green Cove Springs, FL 32043

Remit to Vac-Con, Inc. at JP Morgan Chase, 24295 Network Place, Chicago, IL 60673-1242

or Wire Transfer Funds to Vac-Con Acct #754249605 at JP Morgan Chase ABA 021000021 Swift MCHASUS33 ACH #07100013 "

Buying Agency:	City of Sacramento: 5730 24th St Bldg 1 Sacramento, CA 95822	Contractor:	VAC-CON, INC.
Contact Person:	Rob Jack	Prepared By:	JAN CHAPMAN
Phone:	(916) 808-4022	Phone:	904-529-1315
Fax:		Fax:	904-284-3305
Email:		Email:	jan@vac-con.com

Product Code:	A008	Description:	DUAL ENGINE FAN COMBINATION UNIT 9 CU YD
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$132,629.00

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

Description	Cost
Subtotal Options & Accessories - see attached sheets B1:	\$110,859.00
Subtotal Chassis (Not Available to Customers in the State of TX) see attached sheets B2:	\$80,340.00
Subtotal From Additional Sheet(s):	
FINAL MODEL NUMBER: V350LXHA/850	Subtotal B: \$191,199.00

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

Description	Cost	Description	Cost
Remote chassis start Vac-Con module	\$1,475.00	FR 114SD 4x2 CNG Chassis ilo chassis quoted	\$53,598.00
Arrowstick PSI AS450H	\$1,650.00	Rear drain hose flush out w/ 1/2" ball valve	\$450.00
Install Customer supplied Zonar Antenna on dash	\$500.00		
ENZ Cleaning nozzles	\$10,000.00		
Debris body up warning light and alarm light/dash mounted	\$575.00		
Back up camera w/monitor 1) rr. 1) R1 side camer head	\$600.00		
Triangles: Grote	\$250.00		
Boom, rear and 2) side work lights to be Grote 64411	\$1,880.00		
Front Revolving light Ecco 5715A	\$475.00		
Mid body LED turn lights with 4-way flashers	\$1,750.00		
Tool box lighting LED with separate switch in box	\$250.00		
CNG Auxiliary engine	\$0.00		
Flood lights for water pump work area and aux engine	\$0.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$73,453.00

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: 23%

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:	\$397,281.00	=	Subtotal D:	\$397,281.00
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery	\$6,050.00		
HGAC Admin Fee (Body and Chassis) \$1000.00	\$1,000.00		
		Subtotal E:	\$7,050.00

Delivery Date: 30-60 days ARC **F. Total Purchase Price (D+E):** \$404,331.00



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Tel 916-808-4022
Fax 916-808-6328
rjack@cityofsacramento.org

Attention: Robert Jack, Wastewater Collection Superintendent

We are pleased to provide the enclosed contract pricing sheets off the H-GAC, Houston-Galveston Area Council Contract No. SC01-12 (www.hgacbuy.com), for the Vac-Con Model V311LXHAE-O/1000 Combination Sewer and Storm Drain Cleaner mounted on a new 2014 Freightliner 114SD 6x4 CNG truck chassis for your review.

Summary:

Complete Unit Price, F.O.B. Factory	\$419,877.00
8.50% Sales Tax	<u>35,689.55</u>
Sub-Total	\$455,566.55
HGAC Admin Fee (Body & Chassis)	1,000.00
Delivery to Sacramento, CA	<u>6,050.00</u>
Total	\$462,616.55

City's Purchase Order to be prepared and sent directly to Vac-Con, Inc.
City to pay sales tax directly to the State of California.
MME to assist with DMV registration.
Pricing includes delivery and on-site training.
Delivery 90-120 days A.R.O.
Terms: per H-GAC Program.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

Frank Wheeler III,
Vice President

Enclosure



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: SC01-12

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If a PO is issued, all documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

ANY CHANGES TO HGAC OFFER MUST BE MADE BY VAC-CON.

Please make Purchase Order out to Vac-Con, Inc. 969 Hall Park Rd., Green Cove Springs, FL 32043

Remit to Vac-Con, Inc. at JP Morgan Chase, 24295 Network Place, Chicago, IL 60673-1242

or Wire Transfer Funds to Vac-Con Acct #754249695 at JP Morgan Chase ABA 021000021 Swift #CHASUS33 ACH #07100013 "

Buying Agency:	City of Sacramento, 5730 24th St., Bldg 1, Sacramento, CA 95822	Contractor:	VAC-CON, INC.
Contact Person:	Rob Jack	Prepared By:	JAN CHAPMAN
Phone:	(916) 808-4022	Phone:	904-529-1315
Fax:		Fax:	904-284-3305
Email:		Email:	ianc@vac-con.com

Product Code:	A008	Description:	DUAL ENGINE FAN COMBINATION UNIT 9 CU YD
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$132,629.00

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

Description	Cost
Subtotal Options & Accessories - see attached sheets B1:	\$128,451.00
Subtotal Chassis (Not Available to Customers in the State of TX) see attached sheets B2:	\$89,148.00
Subtotal From Additional Sheet(s):	
FINAL MODEL NUMBER: V311LXHAE-O/1000	Subtotal B: \$217,599.00

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

Description	Cost	Description	Cost
Flood lights for water pump work area and aux engine area: Grote 64411	\$698.00	FR 114SD 6x4 CNG chassis upgrade	\$47,265.00
Back up Camera w/Monitor 1) rear, 1) Rt side camera head	\$600.00	Rear drain hose flush out w/ 1/2" ball valve	\$450.00
Triangles: Grote	\$150.00		
Tool box lighting LED with separate switched in box	\$250.00		
Boom and rear work lights: Grote 64411	\$1,120.00		
Front revolving light Ecco 5715A	\$475.00		
Install customer supplied Zonar Antenna on dash	\$500.00		
Mid-body LED turn lights with 4-way flashers	\$1,750.00		
Remote chassis start for Vac-Con module	\$1,475.00		
Arrowstick PSIAS450H	\$1,675.00		
CNG Auxiliary Engine	\$0.00		
Remote chassis start chassis	\$2,666.00		
ENZ Cleaning Nozzle Kit	\$10,000.00	Subtotal From Additional Sheet(s):	
Debris body up warning light	\$575.00	Subtotal C:	\$69,649.00

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: 20%

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:	\$419,877.00	=	Subtotal D:	\$419,877.00
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery	\$6,050.00		
HGAC Admin Fee (Body and Chassis) \$1000.00	\$1,000.00		
		Subtotal E:	\$7,050.00

Delivery Date: 60-90 days ARC **F. Total Purchase Price (D+E):** \$426,927.00