

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Earle Kinlaw & Associates, Inc. - Public Services - ID: 12573 - SC06-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, 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 Earle Kinlaw & Associates, Inc., dba EKA hereinafter referred to as the Contractor, having its principal place of business at PO Box 932, Grayson, GA 30017.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

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

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any 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.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance 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. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors 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 and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, 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, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: 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 Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, 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, loss of 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 Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, 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 the 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, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the 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. The 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, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement 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 the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

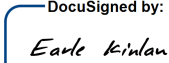
In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.


SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Earle Kinlaw & Associates, Inc. , dba EKA

Signature  DocuSigned by:
169D3792BE254E9...

Name Earle Kinlaw
Title President
Date 5/20/2024

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple
Title Executive Director
Date 5/20/2024

H-GAC

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Earle Kinlaw & Associates, Inc. - Public Services - ID: 12573

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master 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, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. 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 claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

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 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, 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 Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. 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.
- b. 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 of the Bid/Proposal Specifications.
- c. 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 art 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.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than 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.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement 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 Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas 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.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/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 Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer. Please note: awarded contracts for SC06-24 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles or equipment must list these vehicles in Category H. If that specific product is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category H should only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

- A. Sewer/Storm Water/Pipeline Cleaners - Truck and Trailer mounted**
- B. Jet Rodders - Truck and Trailer mounted**
- C. Hydro-Excavators - Truck and Trailer mounted**
- D. Sewer/Storm Water/Pipeline Inspection System - portable**
- E. Sewer/Storm Water/Pipeline Inspection System Vans and Trailers**
- F. Miscellaneous Sewer/Storm Water Cleaning Vehicles/Equipment**
- G. Miscellaneous Sewer/Storm Water Cleaning Services**
- H. Electric/Alternative Fuel Sewer/Storm Water Cleaning, Hydro-Excavator, Inspection, or related vehicles**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

I. Sewer/Storm Water Cleaning and related vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

J. Sewer/Storm Water Cleaning and related vehicle Parts and Supplies

Response listing need only to include catalog name and percentage discount.

Please include in your response a complete listing or catalog of vehicle option packages, dealer options, and accessories separately. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. Please upload in Section 10.1.6 - no zip files can be accepted.

This solicitation does not include the following types of vehicles, which are included in other HGACBuy contracts:

Earth Moving and Construction Equipment (EM06-19),

Street Sweeping Equipment (SW04-20),

Grounds and Turf Equipment (GR01-20), or

Medium and Heavy Duty Trucks and Truck Bodies (HT06-21).

4.2. Manuals and Base Model Specs

- A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed vehicles as delivered and accepted.
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each base model on the response listing. Please upload in Section 10.1.5 - no zip files can be accepted.

4.3. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A
Earle Kinlaw & Associates, Inc. dba EKA
Sewer/Storm Water, Hydro-Excavating Equipment and Related Services
Contract No.: SC06-24

Manufacturer	Model	Item Description	Offered List Price	HGACBuy Discount
		Category C - Hydro-Excavators - Truck and Trailer mounted		
Charles Machine Works-Ditch Witch	FT5 BASIC UNIT	FLUID MANAGEMENT - FT5 BASIC UNIT: 5.5 hp gasoline engine.	\$ 7,601.00	5%
Charles Machine Works-Ditch Witch	FM5X BASIC UNIT	FLUID MANAGEMENT - FM5X BASIC UNIT: 5.5 hp gasoline Honda Engine.	\$ 6,398.00	5%
Charles Machine Works-Ditch Witch	FM13X BASE UNIT	FM13X BASE UNIT (FLUID MANAGEMENT SYSTEM): 14hp gross Briggs & Stratton Vanguard gasoline engine. The FM13X is a platform-mounted venturi machine capable of mixing and transferring fluid under pressure to the drilling unit. The FM13X unit supports all sizes of HDD drill units.	\$ 12,083.00	5%
Charles Machine Works-Ditch Witch	FM25X PACKAGE #1	FLUID MANAGEMENT - FM25X PACKAGE #1: Kubota D1105-E liquid-cooled diesel engine (24.8 hp gross, 23.8 hp estimated net @ 3,000 rpm) EPA Tier 4 compliant. Includes: Curb Side, Two 1,000 Gallon Tanks. The FM25X unit supports the Ditch Witch JT25 HDD units and larger.	\$ 43,678.00	5%
Charles Machine Works-Ditch Witch	FM25X BASE UNIT	FLUID MANAGEMENT - FM25X BASE UNIT: Kubota D1105-E liquid-cooled diesel engine (24.8 hp gross, 23.8 hp estimated net @ 3,000 rpm) EPA Tier 4 compliant. The FM25X unit supports the Ditch Witch JT25 HDD units and larger.	\$ 27,323.00	5%
Charles Machine Works-Ditch Witch	MR90 STANDARD #1	MUD RECYCLER - MR90 STANDARD #1: Kubota D1105-E liquid-cooled diesel engine (24.8 hp gross, 23.8 hp estimated net @ 3,000 rpm) EPA Tier 4 compliant. Includes: Light Kit.	\$ 114,758.04	5%
Charles Machine Works-Ditch Witch	MR90 BASIC UNIT	MUD RECYCLER - MR90 BASIC UNIT: Kubota D1105-E liquid-cooled diesel engine (24.8 hp gross, 23.8 hp estimated net @ 3,000 rpm) EPA Tier 4 compliant. Includes: Light Kit, Tank	\$ 92,014.00	5%
Charles Machine Works-Ditch Witch	MV8-PACKAGE-1	MUD VACUUM - MV8 PACKAGE #1: MV8 Base Unit equipped with Honda (24 hp gross) EFI engine. Includes: 800 Gallon Debris Tank, 3" Suction Hose & Tooling, Water Kit, MV8	\$ 51,092.00	5%
Charles Machine Works-Ditch Witch	MV8-PACKAGE-2	MUD VACUUM - MV8 PACKAGE #2: MV8 Base Unit equipped with Honda (24 hp gross) EFI engine. Includes: 800 Gallon Debris Tank, 3" Suction Hose & Tooling, Water Kit, MV8	\$ 51,092.00	5%
Charles Machine Works-Ditch Witch	MV8-BASE-WATER-KIT	MUD VACUUM - MV8 BASE UNIT WITH WATER KIT: Ditch Witch Mud Vacuum MV8 Base Unit equipped with Honda (24 hp gross) EFI engine. Includes: 800 Gallon Debris Tank,	\$ 40,255.00	5%
Charles Machine Works-Ditch Witch	MV8-BASE	MUD VACUUM - MV8 BASE UNIT WITH NO WATER: Ditch Witch Mud Vacuum MV8 Base Unit equipped with Honda (24 hp gross) EFI engine. Includes: 800 Gallon Debris Tank,	\$ 37,333.00	5%
Charles Machine Works-Ditch Witch	MV800-PACKAGE #1-WATER	MUD VACUUM - MV800 WITH WATER PACKAGE #1: Briggs and Stratton Vanguard (31 hp gross) air-cooled gasoline engine. Includes: Water Hose Reel, 100 Gallon Tank Plumbing,	\$ 47,223.00	5%
Charles Machine Works-Ditch Witch	MV800-BASE UNIT-WATER	MUD VACUUM - MV800 BASE UNIT WITH WATER: Briggs and Stratton Vanguard (31 hp gross) air-cooled gasoline engine. Includes: Water Hose Reel, 100 Gallon Tank Plumbing, 3" Suction Hose & Tooling.	\$ 36,588.00	5%
Charles Machine Works-Ditch Witch	MV800-BASE UNIT-NO WTR	MUD VACUUM - MV800 BASE UNIT NO WATER: Briggs and Stratton Vanguard (31 hp gross) air-cooled gasoline engine. Includes: 100 Gallon Tank Plumbing.	\$ 33,362.00	5%
Charles Machine Works-Ditch Witch	FX20 S4S WATER PACKAGE #1	FX20 S4S WATER PACKAGE #1 (VACUUM EXCAVATOR): FX20 Base Unit with Kohler engine CH740S (25 hp gross). Includes: Water Tank, 3" Suction Hose & Tooling, and S4S TRAILER ASSEMBLY (NON-CAD BOM). 150-gallon Spoils Tank is mounted permanently at a 45-degree angle. 80-gallon Water Tank.	\$ 37,113.00	5%
Charles Machine Works-Ditch Witch	FX20 BASE UNIT	FX20 BASE UNIT (VACUUM EXCAVATOR): Kohler engine CH740S (25 hp gross). Includes: Water Tank, 3" Suction Hose & Tooling, Skid Mounted. 150-gallon Spoils Tank is mounted permanently at a 45-degree angle. 80-gallon Water Tank.	\$ 31,697.00	5%
Charles Machine Works-Ditch Witch	HX30G PACKAGE #1	VACUUM EXCAVATOR - HX30G PACKAGE #1: HX30G Base Unit - Briggs and Stratton Vanguard (31 hp gross) air-cooled gasoline engine. Includes: 500 Gallon Spoils Tank/80 Water, Weight Display, Prospector Digging Lance, 3" Hose & Tooling, Manual Jack, and VT9 500 GALLON TRAILER.	\$ 57,344.00	5%
Charles Machine Works-Ditch Witch	HX30G PACKAGE #2	VACUUM EXCAVATOR - HX30G PACKAGE #2: HX30G Base Unit - Briggs and Stratton Vanguard (31 hp gross) air-cooled gasoline engine. Includes: 500 Gallon Spoils Tank/200 Water, Weight Display, Prospector Digging Lance, 3" Hose & Tooling, Manual Jack, and VT12 500 GALLON STANDARD TRAILER.	\$ 59,542.00	5%
Charles Machine Works-Ditch Witch	HX30G PACKAGE #3	VACUUM EXCAVATOR - HX30G PACKAGE #3: HX30G Base Unit - Briggs and Stratton Vanguard (31 hp gross) air-cooled gasoline engine. Includes: 800 Gallon Spoils Tank/200 Water, Reverse Flow, Weight Display, Prospector Digging Lance, Traffic Cone Storage, Trailer Tongue Tool Box, Water Air Gap, Jib Boom, 3" Hose & Tooling, Manual Jack, and VT20 800 GALLON STANDARD TRAILER.	\$ 75,473.00	5%
Charles Machine Works-Ditch Witch	HX30G BASE UNIT	VACUUM EXCAVATOR - HX30G BASE UNIT: Briggs and Stratton Vanguard (31 hp gross) air-cooled gasoline engine. The HX30G provides power, water pressure and suction in a low-profile unit.	\$ 18,679.00	5%
Charles Machine Works-Ditch Witch	HX30 PACKAGE #1	HYDRO VACUUM EXCAVATOR - HX30 PACKAGE #1: HX30 Base Unit - Kubota D1105-E4B liquid cooled diesel engine (24.8 hp gross at 3000 rpm) EPA Tier 4, EU Stage V compliant. Includes: 500 Gallon Debris Light Trailer, Weight Display, Prospector Digging Lance, 3" Hose & Tooling, Manual Jack, and VT9 500 GALLON TRAILER.	\$ 70,614.00	5%
Charles Machine Works-Ditch Witch	HX30 PACKAGE #2	HYDRO VACUUM EXCAVATOR - HX30 PACKAGE #2: HX30 Base Unit - Kubota D1105-E4B liquid cooled diesel engine (24.8 hp gross at 3000 rpm) EPA Tier 4, EU Stage V compliant. Includes: 500 Gallon Debris Trailer, Reverse Flow, Jib Boom, Weight Display, Prospector Digging Lance, Hydraulic Trailer Jack, 3" Hose & Tooling, and VT14 500 GALLON STANDARD TRAILER.	\$ 78,884.00	5%
Charles Machine Works-Ditch Witch	HX30 PACKAGE #3	HYDRO VACUUM EXCAVATOR - HX30 PACKAGE #3: HX30 Base Unit - Kubota D1105-E4B liquid cooled diesel engine (24.8 hp gross at 3000 rpm) EPA Tier 4, EU Stage V compliant. Includes: 800 Gallon Debris Light, Reverse Flow, Jib Boom, Prospector Digging Lance, Hydraulic Trailer Jack, Traffic Cone Storage, Water Air Gap, Trailer Tongue Tool Box, 3" Hose & Tooling, and VT20 800 GALLON STANDARD TRAILER.	\$ 87,237.00	5%

Charles Machine Works-Ditch Witch	HX30 PACKAGE #4	HYDRO VACUUM EXCAVATOR - HX30 PACKAGE #4: HX30 Base Unit - Kubota D1105-E4B liquid cooled diesel engine (24.8 hp gross at 3000 rpm) EPA Tier 4, EU Stage V compliant. Includes: 800 Gallon Debris Heavy, Reverse Flow, Prospector Digging Lance, Hydraulic Trailer Jack, Traffic Cone Storage, Water Air Gap, Trailer Tongue Tool Box, 3" Hose & Tooling, and VT24 800 GALLON HEAVY TRAILER.	\$ 91,547.00	5%
Charles Machine Works-Ditch Witch	HX30 BASE UNIT	HYDRO VACUUM EXCAVATOR - HX30 BASE UNIT: Kubota D1105-E4B liquid cooled diesel engine (24.8 hp gross at 3000 rpm) EPA Tier 4, EU Stage V compliant.	\$ 31,552.00	5%
Charles Machine Works-Ditch Witch	HXT30	HXT30 BASIC POWER PACK Kubota D1105-E4B liquid cooled diesel engine (24.8 hp gross @3000 rpm) EPA Tier4, EU Stage V compliant (Truck mounted, Chassis not included)	\$ 35,741.00	5%
Charles Machine Works-Ditch Witch	HX50 PACKAGE #1	HYDRO VACUUM EXCAVATOR - HX50 PACKAGE #1: HX50 Base Unit - Kubota D1803-TE4B turbocharged, liquid cooled diesel engine (49.6 hp gross at 2700 rpm) EPA Tier 4 compliant. Includes: 800 Gallon Debris Heavy, Powered Boom with 4" Hose, Reverse Flow, Water Air Gap, Hydraulic Trailer Jack, Quiet Package, Trailer Tounge Tool Box, Prospector Digging Lance, Traffic Cone Storage, and VT24 800 GALLON HEAVY TRAILER.	\$ 132,075.00	5%
Charles Machine Works-Ditch Witch	HX50 PACKAGE #2	HYDRO VACUUM EXCAVATOR - HX50 PACKAGE #2: HX50 Base Unit - Kubota D1803-TE4B turbocharged, liquid cooled diesel engine (49.6 hp gross at 2700 rpm) EPA Tier 4 compliant. Includes: 800 Gallon Debris Heavy, Reverse Flow, Water Air Gap, Hydraulic Trailer Jack, Quiet Package, Trailer Tounge Tool Box, Prospector Digging Lance, Traffic Cone Storage, and VT24 800 GALLON HEAVY TRAILER.	\$ 113,917.00	5%
Charles Machine Works-Ditch Witch	HX50 PACKAGE #3	HYDRO VACUUM EXCAVATOR - HX50 PACKAGE #3: HX50 Base Unit - Kubota D1803-TE4B turbocharged, liquid cooled diesel engine (49.6 hp gross at 2700 rpm), EPA Tier 4 compliant. Includes: 1200 Gallon Debris Heavy, Water Air Gap, 1200 Gallon Boom, Powered Boom, Trailer Tounge Tool Box, Prospector Digging Lance, Traffic Cone Storage, and VT30 1200 GALLON HEAVY TRAILER.	\$ 165,719.00	5%
Charles Machine Works-Ditch Witch	HX50 PACKAGE #4	HYDRO VACUUM EXCAVATOR - HX50 PACKAGE #4: HX50 Base Unit - Kubota D1803-TE4B turbocharged, liquid cooled diesel engine (49.6 hp gross at 2700 rpm), EPA Tier 4 compliant. Includes: 1200 Gallon Debris Heavy, Water Air Gap, 1200 Gallon Boom, Powered Boom, Trailer Tounge Tool Box, Prospector Digging Lance, Traffic Cone Storage, and VT30A 1200 GALLON HEAVY TRAILER AIR BRAKES.	\$ 170,493.00	5%
Charles Machine Works-Ditch Witch	HX50 BASE UNIT	HYDRO VACUUM EXCAVATOR - HX50 BASE UNIT: Kubota D1803-TE4B turbocharged, liquid cooled diesel engine (49.6 hp gross at 2700 rpm) EPA Tier 4 compliant.	\$ 53,378.00	5%
Charles Machine Works-Ditch Witch	HXT50	HXT50 BASIC POWER PACK Kubota D1105-E4B liquid cooled diesel engine (24.8 hp gross @3000 rpm) EPA Tier4, EU Stage V compliant (Truck mounted, Chassis not included)	\$ 57,925.00	5%
Charles Machine Works-Ditch Witch	HX75 PACKAGE #1	HYDRO VACUUM EXCAVATOR - HX75 PACKAGE #1: HX75 Base - Kubota V3307-TE5B turbocharged, liquid cooled diesel engine (74.3 hp gross at 2600 rpm) EPA Tier 4, EU Stage V compliant. Includes: 800 Gallon Debris Heavy, Powered Boom with 4" Hose Lights, Reverse Flow, Water Air Gap, Hydraulic Trailer Jack, Trailer Tongue Tool Box, Prospector Digging Lance, Traffic Cone Storage, and VT24 800 GALLON HEAVY TRAILER.	\$ 145,774.00	5%
Charles Machine Works-Ditch Witch	HX75 PACKAGE #2	HYDRO VACUUM EXCAVATOR - HX75 PACKAGE #2: HX75 Base - Kubota V3307-TE5B turbocharged, liquid cooled diesel engine (74.3 hp gross at 2600 rpm) EPA Tier 4, EU Stage V compliant. Includes: 800 Gallon Debris Heavy, Reverse Flow, Water Air Gap, Hydraulic Trailer Jack, Trailer Tongue Tool Box, Prospector Digging Lance, Traffic Cone Storage, and VT24 800 GALLON HEAVY TRAILER.	\$ 128,740.00	5%
Charles Machine Works-Ditch Witch	HX75 PACKAGE #3	HYDRO VACUUM EXCAVATOR - HX75 PACKAGE #3: HX75 Base - Kubota V3307-TE5B turbocharged, liquid cooled diesel engine (74.3 hp gross at 2600 rpm), EPA Tier 4, EU Stage V compliant. Includes: 1200 Gallon Debris Heavy, Trailer Tongue Tool Box, Prospector Digging Lance, Traffic Cone Storage, 1200 Gallon Boom, Powered Boom, and VT30 1200 GALLON HEAVY TRAILER.	\$ 173,528.00	5%
Charles Machine Works-Ditch Witch	HX75 PACKAGE #4	HYDRO VACUUM EXCAVATOR - HX75 PACKAGE #4: HX75 Base - Kubota V3307-TE5B turbocharged, liquid cooled diesel engine (74.3 hp gross at 2600 rpm), EPA Tier 4, EU Stage V compliant. Includes: 1200 Gallon Debris Heavy, Trailer Tongue Tool Box, Prospector Digging Lance, Traffic Cone Storage, 1200 Gallon Boom, Powered Boom, and VT30A 1200 GALLON HEAVY TRAILER AIR BRAKES.	\$ 178,302.00	5%
Charles Machine Works-Ditch Witch	HX75 BASE UNIT	HYDRO VACUUM EXCAVATOR - HX75 BASE UNIT: Kubota V3307-TE5B turbocharged, liquid cooled diesel engine (74.3 hp gross at 2600 rpm) EPA Tier 4, EU Stage V compliant.	\$ 70,845.00	5%
Charles Machine Works-Ditch Witch	HXT75	HXT75 BASIC POWER PACK Kubota D1105-E4B liquid cooled diesel engine (24.8 hp gross @3000 rpm) EPA Tier4, EU Stage V compliant (Truck mounted, Chassis not included)	\$ 67,340.00	5%
Charles Machine Works-SUBSITE	MARKSMAN RADIO	Category D – Sewer/Storm Water/Pipeline Inspection System-Portable MARKSMAN™+ GUIDANCE SYSTEM-PLUS RADIO	\$ 17,664.00	5%
Charles Machine Works-SUBSITE	102-2572	The M17+ Beacon comes with 32 discreet frequencies ranging from 1.9 kHz to 46 kHz, and two power levels. The M17+ works with the Marksman+ tracker and is not compatible with TK or TK Recon trackers.	\$ 5,819.00	5%
Charles Machine Works-SUBSITE	MRKSMN-GUIDANCE-SYS	Marksman™ Guidance System: The Marksman tracker detects 6 frequencies 12kHz, 13kHz, 28kHz, 29kHz, 37kHz, 38kHz and utilizes an ISM telemetry radio to communicate to the rig display; the rig display is country specific. Each Marksman tracker comes standard with two rechargeable Li-ion batteries, charger and operator's manual.	\$ 11,500.00	5%
Charles Machine Works-SUBSITE	102-10013	M17 Beacon - The M17 has 6 discreet frequencies 12kHz, 13kHz, 28kHz, 29kHz, 37kHz, 38kHz with normal power. The M17 beacon works with the Marksman and Marksman+ tracker and is not compatible with TK or TK Recon trackers. The M17 comes standard as a grade pitch beacon, and includes the flat-top/half-moon isolators for side load housings. Length: 17.8 in (452mm), Diameter: 1.5 in (38mm).	\$ 3,750.00	5%

Charles Machine Works-SUBSITE	COMMANDER-7-DISPLAY	Commander™ 7 Display: The Commander 7 HDD Guidance Display is used exclusively with all models of TK Recon tracker and supported beacons. The system provides projected depth information and offers both Classic and Advanced Drill-To guidance modes. The display utilizes an ISM radio to communicate to the tracker, radio frequency is country specific.	\$ 7,908.00	5%
Charles Machine Works-SUBSITE	220-6738	Integrated Display JT24 / JT40 CAN Bridge RECON CAN BRIDGE INT, SV, NORTH AMERICA	\$ 7,262.98	5%
Charles Machine Works-SUBSITE	220-6758	COMMANDER 7 DASH ASSEMBLY, SV, NORTH AMERICA. Approved countries are: Canada, Columbia, Mexico, Peru, United States, Venezuela.	\$ 8,098.02	5%
Charles Machine Works-SUBSITE	TD-RECON-DISPLAY	TD RECON Display: presents information displayed by the tracker at a distance up to 2000 ft (609.6 m) with the UHF radio. The display utilizes an ISM radio to communicate to the tracker, radio frequency is country specific. Display comes standard w/ mounting hardware required to install on drill rigs. Contact EKA for additional details.	\$ 5,747.00	5%
Charles Machine Works-SUBSITE	TK-RECON-REPEATER	TK RECON Repeater: Used exclusively w/ all models of TK Recon tracker and displays as well as the Marksman. The system has a lightweight, compact design that is highly durable and is offered as a range extender and a tool to combat line of sight issues found on the HDD jobsite.	\$ 1,900.00	5%
Charles Machine Works-SUBSITE	102-1632	15T1 Beacon, single 29 kHz frequency, standard power level. Works w/ the TK or TK RECON tracker series. The 15T series beacons are Grade pitch. The beacons are a universal length @ 15 in. (381mm) and an 1.25 in. (31.7mm) diameter.	\$ 4,131.00	5%
Charles Machine Works-SUBSITE	102-1588	15T3 Beacon, configurable 12, 20 or 29 kHz frequency. Standard, high or extreme power levels. Works w/ the TK or TK RECON tracker series. The 15T series beacons are Grade pitch. The beacons are a universal length @ 15 in. (381mm) and an 1.25 in. (31.7mm) diameter.	\$ 5,096.00	5%
Charles Machine Works-SUBSITE	102-1715	17T1 BEACON, BASE UNIT (29 kHz frequency, standard power level)	\$ 3,872.00	5%
Charles Machine Works-SUBSITE	102-1716	17T1H BEACON, BASE UNIT (29 kHz frequency, high power level)	\$ 4,617.00	5%
Charles Machine Works-SUBSITE	102-1717	17T4 BEACON (1.5, 12, 20 and 29 kHz frequencies; standard, high or extreme power levels, standard pitch)	\$ 5,450.00	5%
Charles Machine Works-SUBSITE	102-1718	17T4G (1.5, 12, 20 and 29 kHz frequencies; standard, high or extreme power levels, grade pitch)	\$ 6,358.00	5%
Charles Machine Works-SUBSITE	102-1631	19T3 BEACON (configurable 12, 20 and 29 kHz frequencies; standard, high or extreme power levels). Works w/ the TK or TK RECON tracker series. The 19Ts beacon is Grade pitch. The beacons are a universal length @ 19 in. (482 mm) and an 1.25 in. (31.7 mm) diameter.	\$ 6,115.11	5%
Charles Machine Works-SUBSITE	102-1418	88B Top Beacon Assembly Base Unit; The 88B transmits a 29 kHz signal. The beacons work with the TK and 750/752 system and are small diameter for use on the smaller HDD units.; (88 Series Single Frequency HDD Beacons)	\$ 3,011.00	5%
Charles Machine Works-SUBSITE	102-239	29K Beacon Impact Base Unit	\$ 1,011.00	5%
Charles Machine Works-SUBSITE	TMS-BASE	TMS Base Unit: Trac Management System (TMS) Plus is an integrated planning and mapping system for Horizontal Directional Drilling.	\$ 2,578.30	5%
Charles Machine Works-SUBSITE	DrillLok-Remote-Base	DrillLok™ Remote/Base: a remote disable feature that incorporates a "report" feature from the HDD unit back to a Handheld device. The report provides an indication to the tracking crew that the rig is disabled thereby locking out any inadvertent motion of the drill string.	\$ 3,226.00	5%
Charles Machine Works-SUBSITE	UTG2-ADV BASE	UTG2-ADV Base Unit (UtiliGuard 2® Advanced System Base Unit)	\$ 4,840.00	5%
Charles Machine Works-SUBSITE	UTG2-T5-ADV BASE	TRANSMITTER (T5): UTG2-T5-ADV Base Unit	\$ 2,646.00	5%
Charles Machine Works-SUBSITE	UTG2-T12-ADV BASE	TRANSMITTER (T12): UTG2-T12-ADV Base Unit	\$ 3,806.00	5%
Charles Machine Works-SUBSITE	102-1737	RX UTG2 STD BASE UNIT (Standard)	\$ 3,694.00	5%
Charles Machine Works-SUBSITE	102-1780	RX UTG2 CLASSIC, HP (with Headphones)	\$ 2,857.00	5%
Charles Machine Works-SUBSITE	102-1775	RX UTG2 CLASSIC (without Headphones)	\$ 2,768.00	5%
Charles Machine Works-SUBSITE	UTG2-STD-T5-BASE	UTG2-T5 Base Unit: UtiliGuard 2 Standard System - Transmitter T5 (5 Watt)	\$ 2,069.00	5%
Charles Machine Works-SUBSITE	UTG2-STD-T12-BASE	UTG2-T12 Base Unit: UtiliGuard 2 Standard System - Transmitter T12 (12 Watt)	\$ 2,607.00	5%
Charles Machine Works-SUBSITE	102-225	910 Beacon - 512 HZ Base Unit	\$ 780.00	5%
Charles Machine Works-SUBSITE	102-239	29K Beacon Impact Base Unit	\$ 1,011.00	5%
Charles Machine Works-SUBSITE	102-091	33K Beacon Impact Base Unit	\$ 835.00	5%
Charles Machine Works-SUBSITE	102-1017	Beacon Assembly, 150BW 512 W/S Base Unit; (150BW 512K base unit)	\$ 646.00	5%
Charles Machine Works-SUBSITE	102-1006	Beacon Assembly, 150BW 640 W/S Base Unit; (150BW 640K base unit)	\$ 663.00	5%
Charles Machine Works-SUBSITE	102-1013	Beacon Assembly, 150BC 29K Conduit Base Unit; (150BC 29K Base Unit)	\$ 683.00	5%
Charles Machine Works-SUBSITE	102-1029	Beacon Assembly, 150BC 33K Conduit Base Unit; (150BC 33K Base Unit)	\$ 683.00	5%
Charles Machine Works-SUBSITE	102-1007	Beacon Assembly, 150BC 640 Conduit Base Unit; (150BC 640K Base Unit)	\$ 683.00	5%
Charles Machine Works-SUBSITE	150BWL-512K-BASE	150BWL 512K Base Unit (150B Long-Range Beacon)	\$ 1,050.00	5%

Charles Machine Works-SUBSITE	150BWL-640K-BASE	150BWL 640K Base Unit (150B Long-Range Beacon)	\$ 1,050.00	5%
Charles Machine Works-SUBSITE	150BCL-29K-BASE	150BCL 29K Base Unit (150B Long-Range Beacon)	\$ 961.00	5%
Charles Machine Works-SUBSITE	150BCL-33K-BASE	150BCL 33K Base Unit (150B Long-Range Beacon)	\$ 961.00	5%
Charles Machine Works-SUBSITE	102-1638	2550GR BASE UNIT - Base Unit includes: antenna, battery, battery charger, software, and manual.	\$ 25,816.00	5%
Charles Machine Works-SUBSITE	102-1640	2550GR BASE UNIT w/PC includes: Panasonic Toughbook PC, antenna, battery, battery charger, software and manual.	\$ 30,539.00	5%
		Category E – Sewer/Storm Water/Pipeline Inspection System Vans & Trailers		
Charles Machine Works-SUBSITE	Private Eye II	PE-2 Model 11-2002 Portable Mainline Motorized system to include: TrakSTAR LED Zoom Camera with built-in diagnostic, Steering 6 wheel drive TranSTAR Transporter with Rear View Camera to inspect 6" to 30", 1375 Mainline Portable Controller mounted in a compact durable, water/air tight, crush proof Pelican case having a NTSC 15" LCD flat screen panel, Text Writer and Footage Overlay, Digital Video Recorder, Built-in microphone, mounted on Compact Portable Mainline Reel loaded with 500' of Single Conductor double armored cable, Joystick camera and tractor function controller, Manhole Equipment and Manuals: Additional Equipment available to include Motorized Lift for Transporter, Wheel sets, additional Single Conductor cable and Data Collection upgrades upon request from published options.	\$ 85,458.51	3%
Charles Machine Works-SUBSITE	Push System	Subsite Electronics Utility Inspection 1500 Series Push Camera System to Include: 1575 Ultra Mini Low voltage Constroller with 10" TFT flat panel display. DD Lite Text Writer and Footage overlay DVR and sun shield, Operation manual, Self-leveling Mini color camera head, Push basket/reel with 200 ft. of psuh cable, digital footage counter and spring sonde coupler. Additional equipment form Published Options.	\$ 13,412.65	3%
Charles Machine Works-SUBSITE	Standard Options Cube	Subsite Electronics Portable Mainline Inspection system mounted in a Transportation Cube measuring 42"x 43.5"x45", manufactured of Aluminum and powder coated with 2 slide out storage drawers. Powered by 2.2KW self contained Honda generator with built in battery and fuel tank., Rack mounted Mainline Power Controller (PCU), Auxiliary controller, TrakSTAR LED Zoom Camera with Internal Diagnostic, Steerable 6 wheel drive TranSTAR Transporter with Rear View Camera 6" to 30", Wheel Set to include (6 Hi-Traction rubber wheels 8" -12", 4 Balloon wheels 12" 4 pneumatic wheels and set of MegaTrak grit wheels and hubs to inspect 6" and up) Compact Mainline Cable Reel loaded with 1000' of Single Conductor double armored cable (5 year warranty included on both the reel and cable) Manhole Cable Guide, Text Write and Footage overlay, 19" Video/Computer Monitor, Key Board and Mouse. Basic Data Collection Software .Additional equipment available from published options.	\$ 116,788.52	3%
Charles Machine Works-SUBSITE	Mainline System Trailer (12', 14', 16')	Subsite Electronics Utility Inspection System installed in a 12', 14' & 16' Tandem Axle Trailer, White, Rear swing door, 32" side with RV lock, Rear Stabilizer Jack, LED light package, Mainline Installation to include; standard trailer interior cabinetry and finishing, Lonseal flooring in equipment room, 7.0 Kw on- board Generator, Fuel Tank, Battery in case, 12 volt charging system, 15,000 Btu Roof Mounted Air Conditioner, Wall Mounted 1500 Watt heater in control room, Operator Chair, Safety exterior lighting, Fire extinguisher, TrakSTAR LED Zoom Camera with Internal Diagnostic, Steerable 6 wheel TranSTAR Transporter with Rear View Camera to inspect 6" to 30" pipe, Wheel Sets to include 6 each Hi-Traction Rubber wheels to inspect 8" to 12", 4 Pneumatic wheels, 4 balloon wheels and Mega-Trak grit wheel set, Rack mounted mainline Power Control Unit (PCU), Basic Data Collection Text Writer and Footage Overlay System w/ DV Recording, 19" LCD video/computer monitor, DVR, Joystick controller, Mainline Cable Reel with drop down cable guide system, 1500' Single Conductor double armored cable, Wash down equipment to include sink and faucet, Maintenance kit, Test Cables, Down-hole equipment, Two (2) Days Training. Additional equipment available from Published Options	\$ 175,510.55	3%
Charles Machine Works-SUBSITE	Basic High-Cube Van	SUBSITE Electronics, Utility Inspection equipment to be installed in (customer provided chassis in box) basic van interior cabinetry and finishing, Safety Exterior Lighting, Lonseal flooring in equipment room, 6.3 Kw Moblie Electric Power System (MEPS), 12 V Chargind System Roof mounted 9,200Btu A/C and wall mounted 1500 watt heater in viewing room, Operator chair, Water wash down system, TrakSTAR LED Zoom Camera with Internal Diagnostic, Steerable wheel TranSTAR Transporter with Rear View Camera to inspect 6" to 30" pipe, wheel sets to include 6 each Hi-Traction wheels, Pneumatic Wheels, Balloon Wheels and Mega-Trak grit wheel set, Rack mounted mainline Power Control Unit (PCU), Text Writer and Footage Overlay, 19" LCD Video/computer Monitor, 19" Flat Screen in equipment room, DVR, Mainline, Joystick controller, Handheld controller, Cable Reel with drop down cable guide system, 1500' Single Conductor double armored cable, Maintenance kit, Down-hole equipment, Test Cables, Two (2) Days Training. Additional Equipment from Published Options.	\$ 180,303.32	3%
Charles Machine Works-SUBSITE	Deluxe Step Van	SUBSITE Electronics Utility Inspection equipment installed in (customer Provided Step Van) Installation Unit to include: interior cabinetry and finishing, LonSeal flooring in equipment room, 7.0 Kw on-board generator, 12 Volt charging system, Safety exterior lighting, roof mounted 15,000 Btu A/C and wall mounted heater in control room, Operator chair, TrakSTAR LED Zoom Camera Internal diagnostic, Steerable wheel TranSTAR Transporter with rear view camera to inspect 6" to 30" pipe, Wheel Sets, Rack mounted mainline Power Control Unit (PCU), Standard Data Collection Text Writer and Footage Overlay System, 19" LCD video/computer monitor, 19" Flat Screen in equipment room, Joystick and Handheld controllers, Mainline Cable Reel with drop down cable guide system, 1500' Single Conductor double armored cable. Wash down equipment, Maintenance kit, Test Cables, Cable guide equipment, Two (2) days training, Additional equipment from Published Options.	\$ 213,263.39	3%

Charles Machine Works-SUBSITE	Transit Van	SUBSITE Electronics Utility Inspection equipment to be installed in customer provided Ford Transit High Roof Extended Van with gasoline engine. Interior cabinetry and finishing, Lonseal flooring in equipment room, 7.0 Kw on-board generator, 12 Volt charging system, safety exterior lighting, roof mounted 9,200 Btu A/C and wall mounted heater in control room, Operator chair,TrakSTAR LED Zoom Camera, with Internal Diagnostic, Steerable Self-propelled wheeled TranSTAR Transporter with rear view camera to inspect 6" to 30" pipe, Wheel Sets, Rack mounted mainline Power Control Unit (PCU), Basic Data Collection Text Writer and Footage Overlay System with DV Recording, 19" LCD video/computer monitor, 19" Flat screen in equipment room, Joystick controller, Handheld controller, Mainline Cable Reel with drop down cable guide system, 1500' Single Conductor double armored cable. Wash down equipment, Maintenance kit, Down-hole equipment, Two (2) days training, Additional equipment available from Published Options.	\$ 187,352.99	3%
Charles Machine Works-SUBSITE	Sprinter Van	SUBSITE Electronics Utility Inspection Mainline equipment Installed in (customer to provide Hi Roof Extended Freightliner 3500 Diesel Sprinter Van or Mercedes-Benz 3500 Hi-Roof Extended vehicle/chassis) interior cabinetry and finishing, LonSeal flooring in equipment room, 6.3 KW Mobile Electric Power System (MEPS) inverter system, 12 volt charging system, 9200 Btu Roof mounted A/C and wall mounted heater in control room, Safety exterior lighting, TrakSTAR LED Zoom Camera with Internal Diagnostics, Steerable 6 wheel TranSTAR Steerable Transporter with Rear View Camera to inspect 6" to 30" pipe, Wheel Sets, Rack mounted mainline Power Control Unit (PCU), Basic Data Collection Text Writer and Footage Overlay System with DV Recording, 19" LCD video/computer monitor Viewing room, 19" Flat Screen in Equipment Room, Joystick and Handheld camera and tractor controller, Mainline Cable Reel with drop down cable guide system, 1500' Single Conductor double armored cable. Wash down equipment, Maintenance kit, Test Cables Down-hole equipment, Two (2) days training, Additional Equipment from Published Options.	\$ 196,023.96	3%
Charles Machine Works-SUBSITE	MLS-Van MEPS	SUBSITE Electronics Utility Inspection mainline equipment installed in (customer provided chassis Ford Transit-350 Hi roof extended length either Gasoline or Diesel engine) Basic interior cabinetry and finishing, Lonseal Flooring in equipment room, either 7.0 Kw gas generator or 6.3 Kw Mobile Power System (MEPS) inverter system , 12 volt charging system, Safety exterior lighting, 9200 Btu A/C and wall mounted heater in control room, Operator chair, TrakSTAR LED Zoom Camera with Internal Diagnostic, Steerable wheeled TranSTAR Transporter with Rear View Camera to inspect 6" to 30" pipe, Wheel Sets, Rack mounted mainline Power Control Unit (PCU), Text Writer and Footage Overlay, 19" LCD video/computer monitor, 19" flat Screen in equipment room. Joystick and Handheld controller, Mainline Cable Reel with drop down cable guide system, 1500' Single Conductor double armored cable. Wash down equipment, Maintenance kit, Test Cables, Down-hole equipment, Two (2) days training, Additional equipment from Published Options.	\$ 216,079.40	3%