



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 18, 2019

Staff Contact: Carol Akers and Sheriff Ken Furlong

Agenda Title: For Possible Action: Discussion and possible action regarding the purchase of new furniture for the Carson City Sheriff's Office Emergency Communication Center utilizing joinder contract ID# EC07-18, with Russ Bassett through HGACBuy Cooperative Agreement, for a not to exceed amount of \$107,556.60. (Carol Akers, Cakers@carson.org and Sheriff Ken Furlong, KFurlong@carson.org)

Staff Summary: The Carson City Sheriff's Office is looking to replace 6 work stations in the current area. The current furniture used by the City is over ten years beyond its lifecycle and in poor condition. This purchase was planned for and is funded as part of the current 911 Surcharge Fund budget.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the purchase of new furniture utilizing a joinder contract through HGACBuy Purchasing Agreement for a not to exceed amount of \$107,556.60.

Board's Strategic Goal

Safety

Previous Action

None

Background/Issues & Analysis

The console in the emergency communication center is a specialized and rugged foundation for the dispatcher's work stations. The current consoles infrastructure is over 10 years past the estimated life cycle and does not include modern ergonomics recommended for 24/7 dispatch center operations. These new consoles include easier access to electronic systems for repairs/troubleshooting and is compatible with planned radio upgrades and future technological improvements.

Contract being utilized:

(Joinder) HGACBuy Cooperative Purchasing Agreement

Contract ID# EC07-18 (expires 6/30/20)

<http://www.hgacbuy.org/contracts/documents/EC07-18/Russ-Bassett-Corporation.pdf>

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: 911 Surcharge Furniture and Fixtures Account /#287-2540-422.77-43

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the 911 Surcharge Furniture and Fixtures Account, # 287-2540-422.77-43, will be reduced by a total of \$107,556.60. The current available budget is \$95,000; the remaining \$12,556.60 will be transferred from the Undesignated Projects Account which has a balance of \$267,476.

Alternatives

Do not approve purchase and provide direction to staff.

Attachments:

[ECC Furniture backup docs.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

Quotation



8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russbassett.com

PROJECT #: DC-22042-01	Option: 1
REVISION: C	
PROJECT NAME: Carson City Sheriff's Office	

QUOTE DATE: 4/2/2019	SALES EXECUTIVE: Ava Rabago
EXPIRATION DATE: 7/1/2019	ADDRESS: 8189 Byron Rd Whittier, CA 90606
CUSTOMER: Carson City Sheriff's Office	PHONE: (562) 505-4719
CONTACT: Karin Mracek	EMAIL: arabago@russbassett.com
ADDRESS: 4645 Snyder Ave Carson City, NV 89701	
PHONE: 775.887.2570	
FAX:	
EMAIL: kmracek@carson.org	

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
AREA: 1			AREA 1 TOTAL: \$	86,229.00
5	FSS-CS-84	Flex Sit-Stand, 90° Corner, 84W, Single Lift	\$ 3,602.50	\$ 18,012.50
4	FCF-42-T-SSF	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Fabric	\$ 550.00	\$ 2,200.00
8	FSW-07-2442-SWN-EMT	Flex Wall, 07D, 24L x 42H, Slatwall Side A, Empty Side B	\$ 349.25	\$ 2,794.00
8	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$ 222.75	\$ 1,782.00
2	FSW-07-3642-SWN-EMT	Flex Wall, 07D, 36L x 42H, Slatwall Side A, Empty Side B	\$ 371.25	\$ 742.50
2	FSW-07-4242-SWB-EMT	Flex Wall, 07D, 42L x 42H, Slatwall CO-B Side B, Empty Side B	\$ 629.75	\$ 1,259.50
1	FSW-07-CC42-SWN-EMT	Flex Wall, 07D, 42.3L x 42H, Slatwall Side A, Empty Side B	\$ 382.25	\$ 382.25
10	FSW-07-5442-SSF-EMT	Flex Wall, 07D, 54L x 42H, Sit-Stand Fabric Side A, Empty Side B	\$ 420.75	\$ 4,207.50
8	FBP-2442-VPS	Flex Back Panel, 24W x 42H, Vented, Powder, Square	\$ 206.25	\$ 1,650.00
8	FBP-3042-VPS	Flex Back Panel, 30W x 42H, Vented, Powder, Square	\$ 211.75	\$ 1,694.00
2	FBP-3642-VPS	Flex Back Panel, 36W x 42H, Vented, Powder, Square	\$ 217.25	\$ 434.50
2	FBP-4242-VPS	Flex Back Panel, 42W x 42H, Vented, Powder, Square	\$ 222.75	\$ 445.50
1	FBP-CC42-VPS	Flex Back Panel, 42.3W x 42H, Vented, Powder, Square	\$ 222.75	\$ 222.75
10	FBP-5442-VPS	Flex Back Panel, 54W x 42H, Vented, Powder, Square	\$ 233.75	\$ 2,337.50
8	FTC-0724-V-S	Flex Top Cap, 7D x 24W, Vented, Square	\$ 110.00	\$ 880.00
1	FTC-07CC-V-S	Flex Top Cap, 7D x 42.3W, Vented, Square	\$ 126.50	\$ 126.50
1	FTC-0754-V-S	Flex Top Cap, 7D x 54W, Vented, Square	\$ 137.50	\$ 137.50
1	FTC-0772-V-S	Flex Top Cap, 7D x 72W, Vented, Square	\$ 154.00	\$ 154.00
6	FTC-0784-V-S	Flex Top Cap, 7D x 84W, Vented, Square	\$ 165.00	\$ 990.00
8	FWS-FRE-3624-E	Work Surface, Rectangle, 36D x 24L, Endure	\$ 418.00	\$ 3,344.00
1	FWS-FRE-3672-E	Work Surface, Rectangle, 36D x 72L, Endure	\$ 748.00	\$ 748.00
1	FWS-FRE-3684-E	Work Surface, Rectangle, 36D x 84L, Endure	\$ 830.50	\$ 830.50
5	FWS-SCS-3684-N-E	Work Surface, 90° Corner Sit-Stand, Single Lift, 36D x 84L, Endure	\$ 940.50	\$ 4,702.50
2	FCC-07L-4542-EPS	Flex Corner Connector, 7D, 45° L-Type, 42H, Exterior, Powder, Square	\$ 225.50	\$ 451.00
4	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$ 253.00	\$ 1,012.00
5	FPD-3624-BBF-S-N	Flex Drawer Pedestal, 36D x 24W, Box/Box/File, Square, No Lock	\$ 346.50	\$ 1,732.50
6	FPT-362428-LD-S-N-F	Flex Technology Pedestal, 36D x 24W x 28H, Left Swing, Square, No Lock, Fixe	\$ 365.75	\$ 2,194.50
9	FEC-FH-0742-S	Flex End Cap, Fixed Height, 7" Wall, 42"H, Square	\$ 220.00	\$ 1,980.00
1	FEC-ASC-0742-R-S	Flex Right End Cap, Corner, Single Lift Sit-Stand, 7" Wall, 42"H, Square	\$ 275.00	\$ 275.00
1	FAP-180	Flex Inside Access Panel, Full Width, 18"W	\$ 88.00	\$ 88.00
1	FAP-420	Flex Inside Access Panel, Full Width, 42"W	\$ 132.00	\$ 132.00

Quotation

PROJECT #: DC-22042-01	Option: 1
REVISION: C	
PROJECT NAME: Carson City Sheriff's Office	



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 www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
6	WAC-TCFK-24	Technology Cabinet Fan Kit, 24"W	\$ 178.75	\$ 1,072.50
6	DAC-US-SHELF-1418	Under Surface Shelf, 2H x 114D x 17W	\$ 74.25	\$ 445.50
6	WAC-PRK-FR-3628-14U	Technology Pedestal Rack Kit, Front & Rear Rails, 36"D x 28"H Cabinet, 14U	\$ 173.25	\$ 1,039.50
26	DAC-GRND-STC-JMP-12	Static Ground Jumper Cable, 12"	\$ 13.75	\$ 357.50
5	DAC-GRND-BLDG-CBN	Static Ground, Building CBN Jumper, 96"	\$ 44.00	\$ 220.00
5	DAC-PCS-FLX	Flex Personal Comfort System, Heat & Air	\$ 1,592.25	\$ 7,961.25
1	DAC-RR-36-FS	36" Rotating Resource Center - Free Standing	\$ 2,475.00	\$ 2,475.00
5	DAC-MA-01-SW-TS	Fully Articulating Touch Screen Monitor Arm - Weight Range 5-16 lbs	\$ 272.25	\$ 1,361.25
29	DAC-MA-01-SW-S	Fully Articulating Monitor Arm - Weight Range 5-16 lbs	\$ 247.50	\$ 7,177.50
6	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	\$ 253.00	\$ 1,518.00
6	WAC-CO-1P2U4D	Convenience Outlet Plate, 1 Power Outlet, 2 USB Power, 4 Data Ports	\$ 178.75	\$ 1,072.50
7	WAC-CO-6D	Convenience Outlet Plate, 6 Data Ports	\$ 68.75	\$ 481.25
1	WAC-CO-BLANK	Convenience Outlet Plate, Blank Filler Plate	\$ 49.50	\$ 49.50
12	DAC-CO-35MM	3.5MM Audio Keystone - Coupler (Includes 15' Extension)	\$ 19.25	\$ 231.00
64	DAC-CO-USB	USB Keystone - Coupler (Includes 15' Extension)	\$ 33.00	\$ 2,112.00
40	DAC-CO-RJ45	RJ45 Keystone - Coupler	\$ 16.50	\$ 660.00
1	WAC-PSTRIP-H-15	Power Strip, 15 Amp, 7 Outlet, With Horizontal Trough Mounting Bracket	\$ 52.25	\$ 52.25

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PROJECT #: DC-22042-01	Option: 1
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QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
AREA: 2		OPTIONAL	AREA 2 TOTAL:	\$ 6,827.60
3	NSP-92089-84-B	Flex Top Cap, 7DX84, Lit Glass Partition, Clear, Logo, Blue, Square	\$ 1,474.20	\$ 4,422.60
1	NSP-92089-54-B	Flex Top Cap, 7DX54, Lit Glass Partition, Clear, Logo, Blue, Square	\$ 1,349.00	\$ 1,349.00
6	WAC-DTB-14	14 Port Data Termination Bracket, Universal	\$ 66.00	\$ 396.00
6	DAC-SW-KBTACO	Slatwall Keyboard Holder	\$ 52.25	\$ 313.50
1	FPD-3624-BBF-S-N	Flex Drawer Pedestal, 36D x 24W, Box/Box/File, Square, No Lock	\$ 346.50	\$ 346.50

SCOPE OF WORK:

Install (5) sit-stand and (1) fixed height console per drawing in three phases. Installation phases are to be pre-approved by the customer by a signed drawing. Any deviation from the approved phase plan could result in additional charges. All trash and shipping debris will be removed and disposed of by the Russ Bassett installation team unless on site arrangements have been made by the customer. The area and delivery path in which new consoles or components are to be installed shall be free and clear of debris and obstructions prior to Russ Bassett's arrival to the project site.

- All consoles are to have static bonding jumpers supplied by Russ Bassett installed between each frame section and to the console sit-stands as required.
- Attachment to the building ground system is to be completed by others.
- Russ Bassett will be supplying a building ground cable to attach static ground bonding jumpers to the primary building ground system. connection of the building ground cable will need to be accomplished by a certified electrician or contractor.
- All work to be completed during normal business hours of Monday through Friday from 7am to 5pm.
- All labor to comply with local standard labor rates and rules.

HGACBuy EC07-18 Contract Pricing

Product Total:	\$	93,056.60
Price does not include applicable sales tax		
Delivery and Installation Services:	\$	14,500.00
Total Due	\$	107,556.60

Quotation



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Drawings

Any drawing submitted to the Client under this Quotation must be signed-off as "approved for manufacture" and returned with applicable purchase order. Drawing REVISION level must match Quote REVISION level.

Delivery & Installation

A signed, completed delivery and installation checklist and purchase order is required to prevent any issues at time of delivery and installation. Any unique requirements encountered at time of delivery and installation not covered on the installation checklist will be invoiced at cost in addition to the charges quoted herein.

Russ Bassett ships your products using our "Safe Ship" program. The program simply states that we guarantee your products will arrive damage free anywhere in the 48 contiguous United States. If damage should occur, notify customer service and Russ Bassett will rush a replacement part or unit and pick up the damaged product.

Due to the custom nature of our products, Russ Bassett recommends using only Certified Russ Bassett Installers.

Purchase Order

Send to: Russ Bassett Corporation
Attn: Customer Service
8189 Byron Road
Whittier, CA 90606

Fax to: (562) 698-8972

Purchase orders must include the following information to process with Russ Bassett:
Sold to, Ship to, Order Date, Requested Delivery/Install Date, PO Number, Quantity, Full Model Numbers & Total.

All purchase orders must also accompany the following documents to be considered a complete order:
Signed drawing noting console and work surface colors and/or cabinet color, signed quotation, & installation checklist.

Quote is Valid for 90 days from date of issue; and, may only be extended in writing by Russ Bassett.

Payment Terms

Standard payment terms subject to approved credit.

- 10% due 30 days after receipt of order
- 80% due 30 days after shipment invoice date
- 10% due after final sign-off

Lead-time

For the products covered under this proposal is ten (10) to twelve (12) weeks AAO (After Acceptance of Order).
Incomplete Purchase Orders may delay the ship date; actual date will be confirmed on written Order Acknowledgement.

Quotation



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Warranty

Russ Bassett Corporation warrants to the original customer that all Desience manufactured products as quoted or proposed will be free from defects in materials and workmanship for the following warranty period:

1. Limited Lifetime Warranty for Russ Bassett Corporation manufactured Desience products.
2. Limited Term Warranty for all Russ Bassett Corporation non-manufactured products or components that are added or integrated into a Russ Bassett Corporation manufactured product shall be warranted as outlined in the original manufacture's warranty.

If a Performance Bond is required for this project, the warranty covered by the Performance Bond is limited as follows: 'Notwithstanding anything stated in the contract, purchase order, or specifications, the bond only covers a 1 year parts and labor warranty. Any additional warranty will not be the responsibility of the Surety and will be the sole responsibility of Russ Bassett'.

Change Order & Cancellation Policy

Changes to an order, once it has been processed, can be very disruptive and costly. Once an order has been started in manufacturing, usually within 4 weeks of the scheduled ship date, it is not possible to make changes.

Any requests for changes to the design or scope of work shall be made in writing. RBC will notify Buyer if it is possible to accommodate the change requests. If there is still time to accommodate the change requests, RBC will provide a quotation covering the cost and lead-time impact of the change. If these impacts are acceptable to Buyer, RBC will produce changed drawings for review and approval. No change will be made without sign-off of the updated quote and drawing by Buyer.

Any cancellation requests must be submitted in writing and approved by an officer of Russ Bassett. Upon acceptance of canceled order, a cancellation charge of 25% of the contract amount will be incurred over and above the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses also incurred by Russ Bassett.

Buyer's Delay

Buyer understands, acknowledges and agrees that its change request to any established Product delivery or Installation date is disruptive and costly to RBC's regular manufacturing operation. Moreover, RBC's storage capacity is extremely limited and any delay to the Product delivery date impairs RBC's ability to maintain its ongoing operations. Accordingly, in the event Buyer discovers, at any time and for any reason, its Project Site will not be available to receive the Product on the Project delivery date, Buyer shall immediately notify RBC in writing. The Parties shall immediately meet to determine the impact to the Project Schedule and revise the Project Schedule, in a writing signed by the Parties. Buyer may request an extension of the Product delivery date within 30 days from the Effective Date of this Agreement without any additional charge, and provided the extended date is approved in a signed writing between the Parties. In the event of any Buyer-requested change after the 30th day shall bind the Buyer to an automatically-applied storage charge in the minimum sum of (a) \$.05 per square foot (as determined by RBC) per day if room exists at RBC's manufacturing facility, and/or (b) RBC's actual storage and shipping charges, plus 10% overhead, for any necessary offsite storage, whichever individual or aggregate sum is greater. These costs will be the obligation of the customer and will be invoiced as incurred. In addition, any costs incurred by RBC's Installation Team including airline change fees and ticket cost increases due to a change in schedule will be the obligation of the customer and invoiced as incurred.

Acceptance Signature

Authorized Signature

Print Name of Authorized Signature


Print Title

Print Company Name

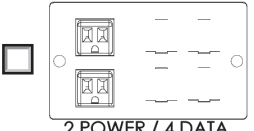
P.O. Number

Date of Authorization

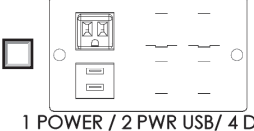
***CONVENIENCE OUTLET PLATES SOLD SEPERATELY**



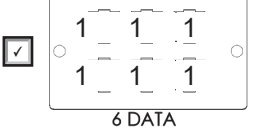
BLANK



2 POWER / 4 DATA



1 POWER / 2 PWR USB/ 4 DATA










6 DATA
(EXPOSED)

Sit-stand consoles come equipped to accommodate multiple power and data solutions. There are power strips included in the trough for monitors and other equipment, and the center trough area also includes 16 open voice/data keystone ports that are hidden under a flipper door for permanent connections such as keyboards, mice, phones, etc. Indicate in each window which keystones you would like included in each port, if any. They are identified by number. Any ports left blank will be an open port for future expansion.

The sit-stand also includes Convenience Outlet accommodations on the left and right sides that are exposed for quick operator access. These are for temporary connections such as chargers or headphones. For these areas, first specify which plate you would like to order, then indicate what keystones, if any, you would like included with each plate. Any ports left blank will receive a blank plate to cover the port.

DATA KEYSTONES (SOLD SEPERATELY)

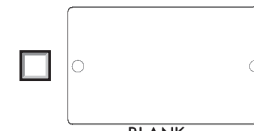
- (1)  - BLANK
- (2)  - USB W/ 15' EXT
- (3)  - USB POWER ONLY
- (4)  - RJ-45 COUPLER
- (5)  - RJ-45 TERMINATED
- (6)  - RJ-11 COUPLER
- (7)  - 3.5 MM W/ 15' EXT

IN-TROUGH DATA OUTLETS W/
(16) OPEN VOICE/DATA PORTS

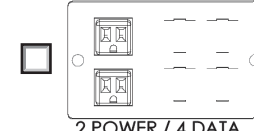
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2	2	2	2	7	4	4	4

(HIDDEN)

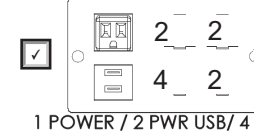
***CONVENIENCE OUTLET PLATES SOLD SEPERATELY**



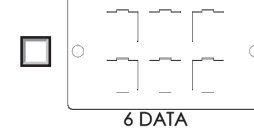
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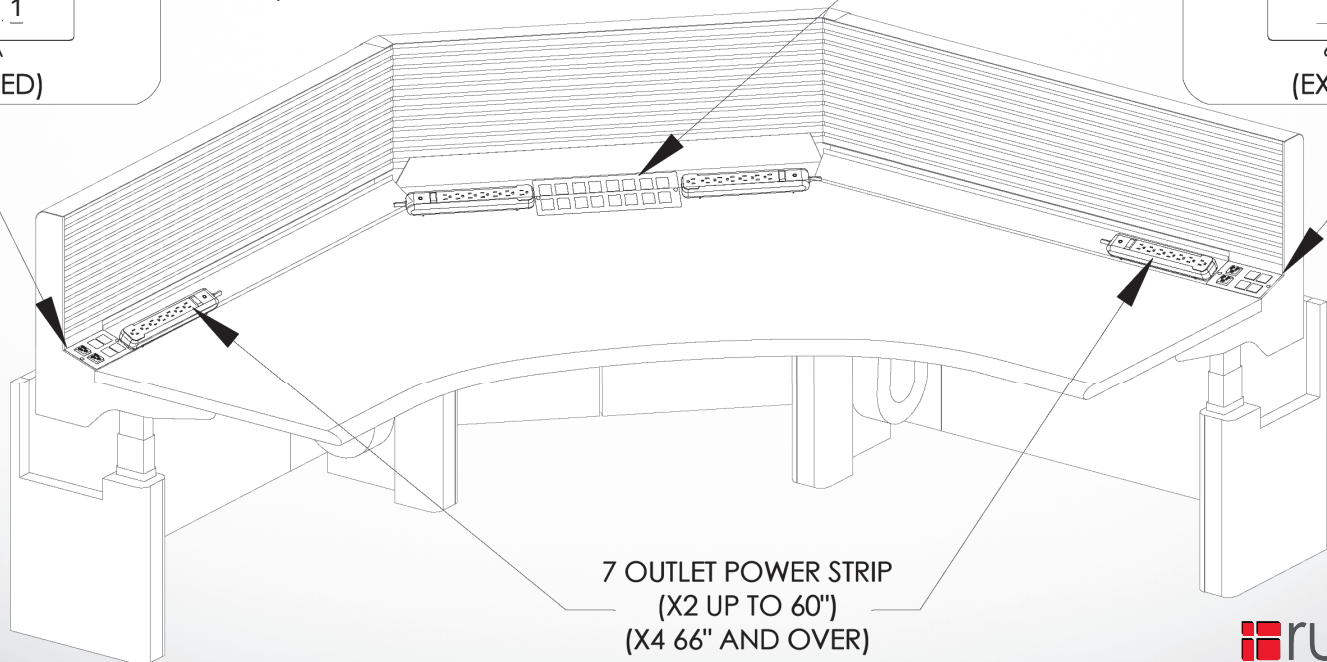
2 POWER / 4 DATA



1 POWER / 2 PWR USB/ 4 DATA



6 DATA
(EXPOSED)



7 OUTLET POWER STRIP
(X2 UP TO 60")
(X4 66" AND OVER)

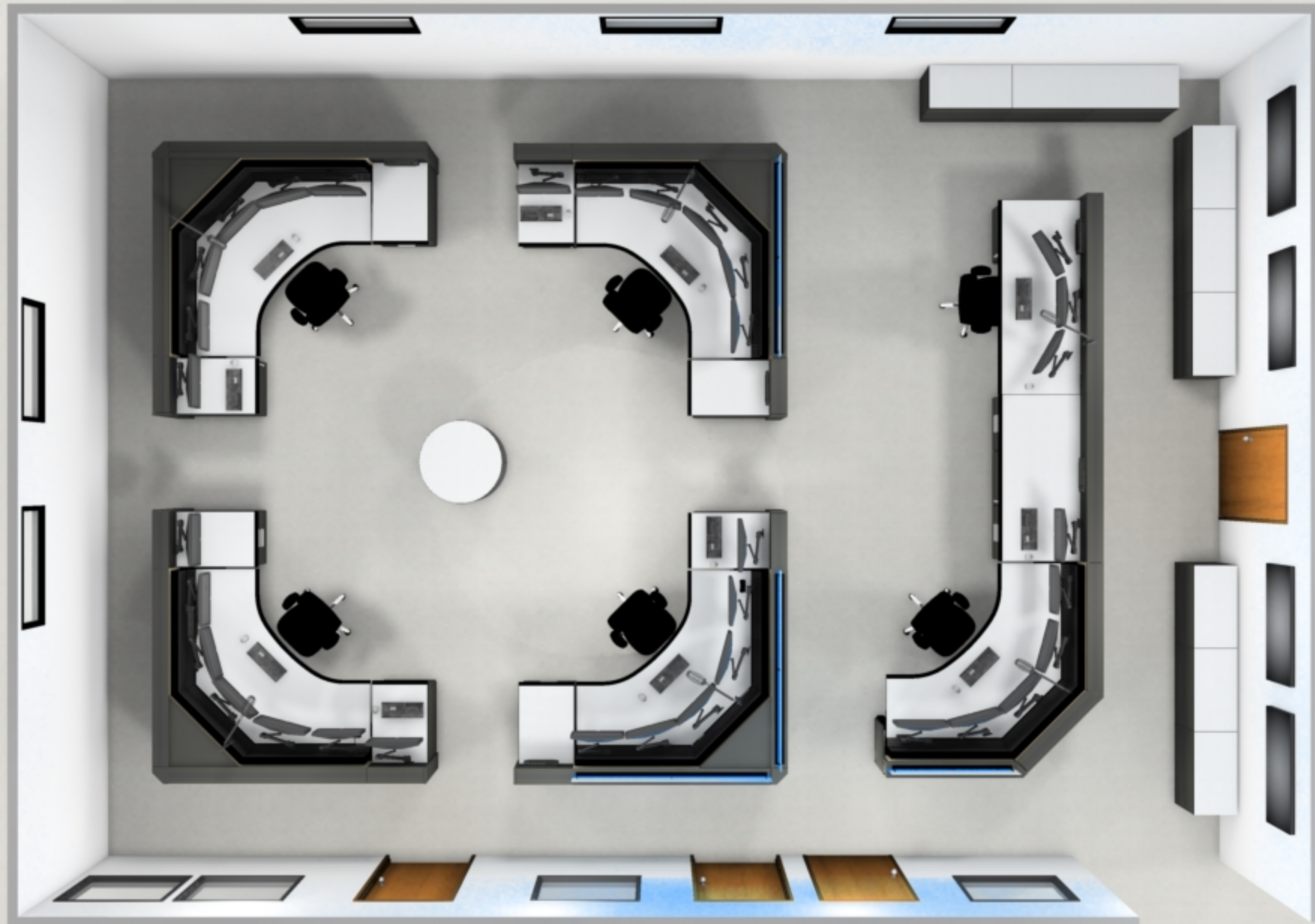
6 Data
6 Blanks

6 DAC-CO-USB

(2) DAC-CO-35MM
1 OVER 1 LEFT
(4) DAC-CO-RJ45
2 OVER 2 RIGHT

1P2U4D
(3) DAC-CO-USB, (1) DAC-CO-RJ45

WARRANTS POSITION













H-GAC

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

Cooperative Agreement - Russ Bassett Corporation - Public Services -
00415

18-

GENERAL PROVISIONS

This 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 Russ Bassett Corporation, hereinafter referred to as the Contractor, having its principal place of business at 8189 Byron Road, Whittier, CA 90606.

WITNESSETH:

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

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the 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 Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this 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: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the 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 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jul 01 2018 and ends Jun 30 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this 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 Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

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

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this 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 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 11: 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 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 12: 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 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 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.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this 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 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this 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 Agreement, both parties agree that any amendment that affects the performance under this 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 Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this 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 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 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 Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (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.

ARTICLE 16: SEVERABILITY

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

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this 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 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or 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 Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the 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 Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this 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 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the 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 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 Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this 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 Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: 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 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 Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

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

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This 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 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole 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 Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This 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 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 27: ORDER OF PRIORITY

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

SIGNATURES:

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

Russ Bassett Corporation

Signature 
B23D8576A2664F5...

Name Peter Fink

Title President

Date 8/1/2018

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/20/2018

H-GAC

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

Cooperative Agreement - Russ Bassett Corporation - Public Services -

18-00415

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

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

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its 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 Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this 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 Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past 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 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 Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the 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 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 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 Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **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 **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an 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 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 an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal 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 Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, 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 an **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 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 END USER at the time an 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.

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.

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**.

- b. 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.
- c. 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.
- d. 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.
- e. **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 **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: 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 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 Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All 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 Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this 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.