

RESOLUTION NO. 2015 - 308

A RESOLUTION AUTHORIZING THE PURCHASE OF MOBILE VIDEO RECORDERS, FROM SAFETY VISION, LLC, 6100 W. SAM HOUSTON PARKWAY, HOUSTON, TX 77041, IN THE AMOUNT NOT TO EXCEED \$29,330.00 PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH HOUSTON-GALVESTON AREA COUNCIL (HGAC-BUY)

WHEREAS, the City of Vineland Police Department is in need of Mobile Video Recorders and,

WHEREAS, the City of Vineland is a member of a National Cooperative Purchasing Agreement known as the Houston-Galveston Area Council (HGAC-Buy) under member number #15-4602 and, HGACBuy is a national cooperative contract organization; and,

WHEREAS, The Houston-Galveston Area Council National Cooperative Purchasing Program (HGAC-Buy) has acted as lead agency and awarded Contract #EF04-15, Law Enforcement Speed Detection & Video Equipment. Specific information regarding the contract may be found on the HGAC-Buy website at: www.hgacbuy.org and,

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase Mobile Video Recorders using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Safety Vision, LLC.

WHEREAS, the City of Vineland intends under HGAC-Buy, under the Category: Law Enforcement Speed Detection & Video Equipment, Contract #EF04-15, to purchase from Safety Vision, LLC, 6100 Sam Houston Parkway, Houston, TX 77041, Seven (7) ICOP Pro-In-Car Camera Systems, in an amount not to exceed \$29,330.00, as listed in the Quotation dated July 9, 2015, made available through the HGAC-Buy.

WHEREAS the Chief of Police and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the National Cooperative Pricing through HGAC-Buy for this procurement;

WHEREAS, notice of the within purchase has been published on July 17, 2015 with a 10-day comment period as required by Local Finance Notice 2012-10 and;

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered National Cooperative Contract will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such equipment is not available through State Contract awarded by the Division of Purchase and Property in the New Jersey Department of the Treasury pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the availability of funds for said purchase to be awarded herein have been certified by the City Comptroller; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, that the Purchasing Agent is authorized to prepare a purchase order to procure the Mobile Video Recorders, from Safety Vision, LLC, for a price not to exceed \$29,330.00.

BE IT FURTHER RESOLVED that the purchase order shall contain a requirement that “the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request”.

Adopted:

President of Council

ATTEST:

City Clerk

AWARD CONTRACT RESOLUTION REQUEST

From: Yvonne Lewis, Purchasing Agent

To: Business Administration

Date of Request: July 15, 2015

City Council Meeting Date: July 28, 2015

Title: Mobile Video Recorders

Competitive Process: Houston-Galveston Area Council (HGAC-Buy)

Bid Opening Date: December 4, 2014

Resolution Request:

This is a request to award the purchase of (7) Mobile Video Recorders at a cost of \$4,190.00 per unit, for a total amount not to exceed **\$29,330.00** for the Police Department through the National Cooperative Contract –HGAC-Buy. Purchasing this equipment through the “national cooperative contract” is allowed under PL 2011, c.139.

The vendor is: Safety Vision, LLC
6100 W. Sam Houston Parkway North
Houston, TX 77041

Attached is quotation dated July 9, 2015 from the vendor.

By using the national contract, the city will save time and costs associated with bid specification preparation, receiving bids and awarding a contract.

This is the same Mobile Video Recorders recently bid by the City and awarded to the same vendor. The recorders were purchased for \$4,300 each.

If you have any questions or need additional information, please contact me.



CITY OF VINELAND
DEPARTMENTAL REQUEST

USE OF NATIONAL COOPERATIVE CONTRACT

TO: Purchasing Department

FROM: Department Police

DATE: July 9, 2015

NAME OF COOPERATIVE Houston-Galveston Area Council (HGAC-Buy)

NATURE OF REQUEST (COMMODITY) Safety Vision iCop Pro
Mobile Video Recorders

(Use separate sheet if necessary)

AMOUNT \$ \$4,190.00/unit

Budgeted Item: Yes

Account # 021-0-00-00-0000-2-5518602

The following documents must be attached:

1. Proposal from vendor
2. Cost savings documentation to support purchase – this will include pricing from other vendors with a complete analysis of each to show a cost savings vs. public bidding.
3. Conduct due diligence to determine if the contract will result in costs savings after all factors, including charges for service, material and delivery, have been considered.)

Ad Requirement

Publication of a "Notice of Intent to Award Contract under A National Cooperative Purchasing Agreement" must be placed in official newspaper, on official website and on "Bulletin NJ" when available, for a minimum of 10 days between the advertisement and award for affected providers to protest the award.

12. Approved by:



SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

Send copies to:
Business Administration
Finance Office



A SAFETY VISION COMPANY

6100 W Sam Houston Parkway North , Houston, TX 77041
 (713) 896-6600 phone | (713) 896-6640 fax
 www.ICOP.com

Prepared by:
 Date prepared:
 QUOTE VALID UNTIL 08/08/2015

Agency:

ADDRESS1
 ADDRESS2
 CITY/STATE
 ZIP
 PRIMARY CONTACT
 PRIMARY EMAIL¹
 PHONE
 Email Opt-Out

BILL & SHIP		CUSTOMER	
Vineland Police Department		111 N 6th St.	
Vineland, NJ		08360	
Sgt. Christopher Fulcher		cfulcher@vinelandcity.org	
856-691-4111 ext. 4106		[SELECT]	
ADDRESS		CITY / STATE	
CITY / STATE		ZIP	
CONTACT		PHONE	
MANUFACTURER'S REP		NONE	

Quantity	Product	Part Number	MSRP	Price	Total
ICOP Model 20/20-W & ICOP 20/20 VISION DVR Systems					

ICOP Video Management Software

Servers, Storage Solutions & Accessories

ICOP Drobo Video Storage Solutions - Makes DVD Storage Archives Obsolete!

DVR Accessories (ICOP Model 20/20-W & VISION)

Wireless Accessory Components

Mics & Accessories

1	ICOP EXTREME Wireless Mic - Additional Mic	650-00041-A	\$ 200.00	\$ 200.00	\$ 200.00
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ICOP LIVE

Installation, Training & Services

1	Installation - Vehicle (per vehicle)	980-00001	\$ 450.00	\$ 450.00	\$ 450.00
1	Training	900-00013	\$ 250.00		\$ -

Extended Warranties

Miscellaneous Components / Accessories

1	ICOP Pro In-Car Camera System	SV-ICPPRO	\$ 4,499.00	\$ 3,495.00	\$ 3,495.00
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NOTES:

HGAC Product Code EE01

DISCOUNT	\$ 1,254.00
SUB-TOTAL	\$ 4,145.00
SHIPPING ²	\$ 45.00
INSURANCE	\$ -
<input checked="" type="checkbox"/> Tax EXEMPT <input checked="" type="checkbox"/> ESTIMATED TAX ³	EXEMPT
TOTAL	\$ 4,190.00

¹ Providing your email allows ICOP to contact you about product notifications, updates and marketing communications. Check 'Opt-out' if you do not wish to receive these communications

² Delivery is FOB shipping point. Payment due within 30 days after shipment.

³ Tax is estimated. If customer is tax exempt, tax will be removed upon providing tax exempt certificate. All purchases are subject to sales tax unless proof of exemption is provided.

⁴ Credit to be given when trade-in systems have been returned and inspected.

⁵ Check the serial number to determine new vs. old J-Box. The serial number of a 'new' J-Box will end with a 'V'.



A SAFETY VISION COMPANY

6100 W Sam Houston Parkway North , Houston, TX 77041
 (713) 896-6600 phone | (713) 896-6640 fax
 www.ICOP.com

Prepared by:
 Date prepared:
 QUOTE VALID UNTIL 08/08/2015
 Agency:

BILL & SHIP		CUSTOMER	
ADDRESS1		Vineland Police Department	
ADDRESS2		111 N 6th St.	
CITY/STATE		Vineland, NJ	
ZIP		08360	
PRIMARY CONTACT		Sgt. Christopher Fulcher	
PRIMARY EMAIL ¹		cfulcher@vinelandcity.org	
PHONE		856-691-4111 ext. 4106	
<input type="checkbox"/> Email Opt-Out		[SELECT]	
ADDRESS		CUSTOMER	
CITY / STATE			
ZIP			
CONTACT			
PHONE			
MANUFACTURER'S REP		NONE	NONE

Quantity	Product	Part Number	MSRP	Price	Total
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NOTE: Customer shall call ICOP Customer Service to obtain a RMA number for product returns. Items must be unused and returned in original packaging. All returns subject to 15% restocking fee. No credit will be given for product that has been used.

Payment Terms are Net 30. Products quoted are covered by ICOP Limited Warranty and Software License Agreement. Signature authorizes partial shipments.

Authorized Signature below creates a binding Purchase Order (REQUIRED for all orders)

 Authorized Signature

 Date

 Printed Name / Title

 Purchase Order Number (if applicable)

version 011312

**A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SAFETY VISION, LLC
Houston, Texas**

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Safety Vision, LLC** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 6100 West Sam Houston Parkway North, Houston, Texas 77041.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a Law Enforcement Speed Detection & Video Equipment Contract to become effective as of April 1, 2015, and to continue through March 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Law Enforcement Speed Detection & Video Equipment offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell Law Enforcement Speed Detection & Video Equipment through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:EF04-15, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **EF04-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

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

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

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

ARTICLE 9: REPORTING REQUIREMENTS

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

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

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

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

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

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

ARTICLE 12: DISPUTES

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

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

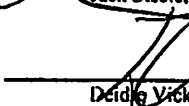
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steeft, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Deirdre Vick, Director of Public Services

Date: February 19, 2015

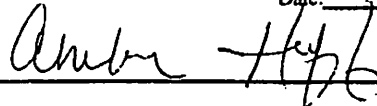
Signed for Safety Vision, LLC
Houston, Texas:



Printed Name & Title: Mary Major, Executive Assistant to the President/CEO

Date: Feb. 18 20 15

Attest for Safety Vision, LLC
Houston, Texas:



Printed Name & Title: Amber Huff, Administrative Assistant to VP - Sales

Date: Feb. 18 20 15

**COOPERATIVE PURCHASING PROGRAM
LAW ENFORCEMENT SPEED DETECTION & VIDEO EQUIPMENT**

Background

H-GAC received and opened sixteen competitive bids for Law Enforcement Speed Detection & Video Equipment on December 4, 2014.

3M Company	St. Paul, MN
Applied Concepts, Inc.	Plano, TX
COBAN Technologies, Inc.	Houston, TX
Decatur Electronics, Inc.	Phoenix, AZ
Digital Ally, Inc.	Lenexa, KS
Federal Signal	University Park, IL
Data911	Alameda, CA
Kustom Signals Inc.	Lenexa, KS
L-3 Communications Mobile-Vision	Boonton, NJ
Laser Technology Inc.	Centennial, CO
Monitor Systems	Dallas, TX
MPH Industries, Inc.	Owensboro, KY
Safety Vision LLC	Houston, TX
Sciental Wireless LLC	Lombard, IL
Vigilant Solutions Inc. (formerly Vigilant Video, Inc.)	Livermore, CA
WatchGuard Video	Allen, TX

Current Situation

H-GAC staff have evaluated all bid responses and recommends fifteen bids for award. The response from Federal Signal was non compliant due to incomplete pricing and forms.

Funding Source: Participating local government purchasers

Budgeted: N/A

Action Requested

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

Item 4d

Page 2 of 2

EF04-15 Award Recommendation Table

MANUFACTURER	H-GAC PRODUCT CODE	AWARDEE
Speed Detection		
Applied Concepts, Inc.	AA01-AA11, AA13-AA14	Applied Concepts dba Stalker Radar
Decatur Electronics, Inc.	AC01-AC04, AC10-AC14, BC18, AC22	Decatur Electronics, Inc.
Kustom Signals, Inc	AJ03-AJ09, AJ13-AJ14, AJ20-AJ27	Kustom Signals, Inc
Laser Technology, Inc	AL01-AL05, AL12-AL15	Laser Technology, Inc
Monitor Systems	AM03, AM05-AM12	Monitor Systems
MPH Industries, Inc	AP01-AP21, AP23-AP28	MPH Industries, Inc
Video Equipment		
3M	EB01-EB02, EB04-EB13	3M Company
Applied Concepts, Inc.	AA12, AA15	Applied Concepts dba Stalker Radar
COBAN Technologies, Inc	BB01-BB08	COBAN Technologies, Inc
Data911	BR01-BR04	Hubb Systems, LLC
Decatur Electronics, Inc.	AC05-AC09, AC15, BC16-BC17	Decatur Electronics, Inc.
Digital Ally, Inc	BD01-BD06	Digital Ally, Inc
Enforcement Video, LLC - WatchGuard Video	BF01-BF08	Enforcement Video, LLC
Genetec	EA01-EA08	Scintel Wireless LLC
ICOP by Safety Vision	EE01-EE16	Safety Vision LLC
Kustom Signals, Inc	AJ01-AJ02, AJ15, AJ19, BJ10-BJ12, BJ16-BJ18, AJ28-AJ29	Kustom Signals, Inc
L-3 Communications Mobile-Vision, Inc.	BK01-BK15	L-3 Communications Mobile-Vision
Laser Technology, Inc	AL07-AL11, AL16-AL18	Laser Technology, Inc
MPH Industries, Inc	BP30-BP33	MPH Industries, Inc
Vigilant Video, Inc.	BT02-BT06	Vigilant Solutions, Inc. (formerly Vigilant Video, Inc.)