



## **2027 CCTV INSPECTION VAN PURCHASE AGREEMENT**

**THIS AGREEMENT** is made and entered into \_\_\_\_\_, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and, CUES, Inc., of 3600 Rio vista Ave, Orlando, FL 32805, hereinafter referred to as "**SELLER**."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PRODUCT PURCHASED:** **SELLER** agrees to sell and **CITY** agrees to purchase the goods ("Product") as described below and, if applicable, per written **CITY'S** specifications and **SELLER'S** proposal attached hereto as Exhibit "A," which are incorporated into this **AGREEMENT** by this reference. The Product being purchased consists of:

<b><u>Item</u></b>	<b><u>Price</u></b>
2027 Ford E-450 Gas Cut-A-Way CCTV Inspection Van	\$311,209.32

2. **PRICE:** The **CITY** agrees to pay three hundred eleven thousand two hundred nine dollars and thirty two cents (\$311,209.32) as the purchase price. All prices are inclusive of any applicable local, state or federal taxes that may be applied to the product to be purchased. The purchase price is free on board at the place of delivery and **SELLER** may not impose any additional, shipping, delivery or storage charges.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **SELLER'S** discretion.

3. **DELIVERY AND PAYMENT:** **SELLER** agrees to deliver the above-described goods or product to **CITY** within 120 days of receipt of **CITY'S** order unless otherwise provided in this **AGREEMENT**. Delivery will occur at 4848 Midland Road Billings, MT 59101 or at a place otherwise selected by **CITY**. Upon delivery, **CITY** may inspect the goods or product to ensure that it meets **CITY** specifications, and **SELLER** may obtain specifications from **CITY** upon request. If the Product meets **CITY** specifications, **CITY** shall tender the purchase price stated above to **SELLER** through the **CITY'S** normal claim process.



4. **SPECIFICATIONS:** **SELLER** agrees that this Product complies with the **CITY'S** specifications provided to **SELLER** and with the **SELLER'S** proposal thereto as accepted by the **CITY**. Unless otherwise agreed to by the **CITY**, the **CITY'S** specifications govern and control in the event of inconsistencies with the **SELLER'S** response to the same.

5. **NONDISCRIMINATION:**

A. **SELLER** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **SELLER** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **SELLER** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **SELLER** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**. **SELLER** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. **SELLER** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity



or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status.

**SELLER** and subcontractor shall abide by the requirements of 41 CFR 60- 300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

**SELLER** and any subcontractor shall abide by the requirements of 41 CRF 60- 1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with **SELLER'S** legal duty to furnish information.

- C. **SELLER** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **SELLER** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation. **SELLER** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. **SELLER** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



- F. In the event of **SELLER'S** noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **SELLER** shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of **SELLER** under this **AGREEMENT**. **SELLER** will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. **SELLER** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
6. **DEFAULT AND TERMINATION:** If **SELLER** fails to deliver the goods or product as set forth in Paragraphs 2 and 3 above, or violates any provision of this **AGREEMENT**, or if the goods or product fails to meet **CITY'S** specifications, **CITY** may, at its option, declare the **SELLER** in default and immediately cancel and rescind this **AGREEMENT**. Thereafter, **CITY** may procure substitute goods or product to replace the goods or product described herein. In such event, **SELLER** is liable to **CITY** for the difference between the price set forth herein and the price paid by **CITY** for replacement goods or product. Additionally, the **CITY** may pursue any other remedy it has at law or in equity.
7. **WARRANTY:** Unless superseded or supplemented by an express warranty, **SELLER** represents and warrants that the Product(s) are covered by implied warranties for merchantability and fitness for the particular purpose for which they have been purchased.
8. **ASSIGNMENT:** **SELLER** may not assign this **AGREEMENT** or any of its rights hereunder without the express written consent of **CITY**.



9. **ENTIRE AGREEMENT:** This **AGREEMENT**, including its appendices, if any, is the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this **AGREEMENT**, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

10. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
**(PRINT BUSINESS NAME ABOVE)**

\_\_\_\_\_  
**CHRIS A. KUKULSKI,  
CITY ADMINISTRATOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**PRINT TITLE**

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**

## EXHIBIT A

The City of Billings wishes to add an additional CCTV inspection vehicle to the Storm Sewer CCTV program. The City currently has a CUES system that uses Gnet software. Bids must work directly with the current CUES transporters (pipe ranger, steerable pipe ranger, Steerable Mud Master), cameras (OZ 3, & DUC), must not void warranty on any current equipment, and still allow for Cues lifetime loaner policy.

If unable to connect to CUES System, provisions are included at end of Exhibit.

- **2027 CCTV INSPECTION VAN TO INCLUDE:**
- **FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS WITH 16' CARGO BOX**
  - **CHASSIS**
    - 7.3L Gas Engine
    - Automatic Transmission with OD
    - 14,500 lb. GVWR
    - 176" Wheel Base
    - Cab Air Conditioner
    - Backup Alarm
    - BACK-UP COLOR CAMERA SYSTEM [CHASSIS]
  - **16' CARGO BOX WITH WALKTHRU**
    - AeroCap with Walk Thru
    - LED Light Package Includes Body, Clearance, and Stop/Tail/Turn
    - Full Width Barn Doors with CAM (Pipe) Locks on Each Door
    - 2 - Laminated Steel Locks
    - Kemlite Covering on Inside Rear Doors
  - **Bulkhead Wall and Door Between Cab and Viewing Room**
  - **GENERATOR**
  - 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel injection) Commercial Grade Generator stowed with enclosed under chassis compartment
  - Gasoline Powered
  - Electric Start
  - Air Cooled

- Generator Remote Start/Stop Cable assembly at work station
- **System Engineering Panel ,for Power Information and Generator Functions, Rack Mounted, to Include:**
  - Four Function AC Power Meter displaying Critical Power Information including:
    - Voltage
    - Hertz
    - Amperage
    - Active Power (Watts)
  - Front panel Selector Switch for two modes of operation:
    - Fixed reading
    - Continuous Auto-cycling
  - Generator Battery Meter to Display Starting and Charging Voltage
  - Generator Hour Meter
  - Generator Remote Start/Stop Control Switch
  - On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)
- **Battery Powered Carbon Monoxide Alarm**
- **Generator Compartment [Under Chassis Mount]**
  - Generator Storage Compartment with Lockable External Access Door
  - Commercial Power Supply Receptacle (for indoor operations without generator use)
  - Electrical Supply Center with Circuit Breaker Box
  - Commercial power and Generator Power Connectors
  - Automatic Power Transfer Switch
- **SAFE ENTRY/EXIT BUMPER FOR E-450**
  - Three (3) Steps Evenly Spaced
  - Bottom Step Folds Up for Ground Clearance
  - Safety Grab Handle
- **TRANSPORTER STORAGE DRAWER EXTENDED**
- **EXTERIOR CHASSIS LIGHTING - STANDARD**
  - 4 - High Intensity LED Strobe System - Amber (

- 2 - High Intensity LED Strobe System - Amber (Mounted High on Front Face)
- 2 - High Intensity LED Strobe System - Amber (Mounted High on Rear Corner Posts)
- **EVOLUTION 3.0 INTERIOR STANDARD CABINETRY FOR E-450 HIGH CUBE**
- **Control Room Interior**
  - Kemlite covered walls and ceiling
  - Bulkhead Wall With Passage Door From Control Room to Equipment Room
  - Above Desk Control Console with Rack Mount for Electronic Equipment
  - Desktop / Work Area
- **Equipment Room Interior:**
  - Q-07488
  - Kemlite covered walls, ceiling and doors
  - Upper Wall Mounted Cabinet
  - Lower Storage Cabinet with heavy duty worktop
- **INTERIOR CABINET HARDWARE KIT, E450**
- **BLANK PANEL KIT FOR HIGH CUBE/TRAILER TV ONLY OR TV/SEAL WITH STANDARD COMPUTER**
- **LOW PROFILE, ROOF MOUNTED AIR CONDITIONER**
- **WALL MOUNTED ELECTRIC HEATER WITH HOUSING**
- **BENCH SEAT WITH CUSHION**
- **CLOSET IN VIEWING ROOM**
- **STANDARD INTERIOR LIGHTING FOR HIGH CUBE & TRAILER**
  - **Viewing Room**
    - LED Light Strip
    - Cable
    - LED Dome Light
  - **Equipment Room**
    - LED Light Strip
    - Cable

- LED Dome Light
- **FIRE EXTINGUISHER & MOUNTING BRACKET**
- **OPERATORS CHAIR, SWIVEL WITH CASTERS**
- **WINDOW TRIM KIT**
- **MULTI-OUTLET WORKSTATION WITH LIGHTS AND USB PORTS**
- **WASHDOWN SYSTEM WITHOUT SINK**
  - 20-Gallon Fresh Water Tank
  - Electric Water Pump
  - Retractable Hose Reel with 25' Water Hose and Nozzle
- **5 DRAWER TOOL CHEST WITH DRAWER LINERS**
- **22" MONITOR (QTY: 2) WITH SHORTENED MOUNT FOR DESK TOP (QTY:2)**
- **32" REAR LED MONITOR IN EQUIPMENT ROOM WITH MOUNT**
  - Mount in Equipment Room on bulkhead wall facing rear toward Cargo Box Doors
- **1000' TV CABLE ASSEMBLY, M/C 12 PIN**
  - 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
  - .450 Diameter
  - Metal Splice Chamber with Pigtail
  - Cable Strain Relief
- **TV REEL ASSEMBLY WITH CENTER SLIPRING FOR UP TO 1500' OF TV CABLE**
  - Black Thermoplastic Powder Coated Frame (not available with BRAKE option)
  - Power Level wind & Multi Ratio Manual Transmission
  - Footage Meter with Local Counter and Remote Electronic Counter
  - Automatic Payout System
  - Local Reel Mount Electrical and Mechanical Control
  - Sealed Continuous Contact Collector Assembly (Center)
  - Removable Drip Pan for Cleaning (not available with BRAKE option)

- **BASE INTERIOR WIRING**
  - **INTERIOR COMPONENTS**
    - Electrical Outlet with Dual Receptacles
    - Multi-Outlet Power Strip with USB Ports
    - 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights (**NOT APPLICABLE FOR TRANSITS / SPRINTERS**)
    - 8"X12" Black Stretch Net
    - Breaker Box Storage Area with Locking Positive Latch
    - Desk mount Reel Transmission Shifter
    - Adjustable LED Floodlights Rear of Vehicle Area Illumination
  - **TV EQUIPMENT TEST CABLE**
  - **KEYBOARD, MINI 8.7", USB**
  - **CABLE ASSEMBLY CCU to REEL CONTROLLER**
  - **CABLE ASSEMBLY CCU to PCU**
  - **SHORTING PLUG, 12 PIN, BLUE**
  - **EVO 3 SUMMIT CABLE KIT**
  - **25' 110V SHORE POWER CABLE**
  - **PCU ASSEMBLY**
  - **1 CCU ASSEMBLY**
    - Alpha Numeric Information Display, with Multi Paging and Defect Coding
    - Remote "QWERTY" Keyboard
    - On Screen Footage Display
  - **WIRED CONTROLLER, USB**
    - Joystick Control for Pan and Tilt Zoom Camera to Include:
      - 360 Degree Rotate
      - 330 Degree Optical Pan
    - Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
    - Camera Lift Control for Optional Electronic Camera Lift
    - All Other Controls for Camera to Include:

- Camera Iris and Focus Override & Zoom
- Camera Lights & Shutter Control for Light Enhancement
- Camera Diagnostics & Auto Home
- Cruise Control to Set Speed of the Transporter for Hands Off Operation
- All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]
- **OZ3s P&T ZOOM M/C LED CAMERA WITH BUILT-IN SONDE**
  - Solid State Color Sewer TV Camera
  - Pan & Rotate Camera Head, 120:1 Optical/Digital Zoom
  - NTSC/PAL Color Standard with 4x Light Integration
  - 4 X 5W Cluster LEDs for 6" through 72" lines
  - Camera Transportation and Storage Case
  - Built in Transmitter, 512 Hz
- **BRASS STEERABLE COMPACT PIPE RANGER, WHEELED**
  - Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
  - Set of Driven Rubber Wheels to Inspect 6" Pipe
  - Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
    - Manual Shifter on Camera Carrier
    - Unit Shall Have Forward, Free Wheel, and Power Reverse Capabilities
    - All Six (6) Wheel Drive Transporter Assembly to Include:
      - Motor & Enclosed Drive Train
      - Tip Up Rear Connector
- **LAPTOP COMPUTER NO CUES SOFTWARE (STANDARD LAPTOP TO MEET GNET HARDWARE REQUIREMENTS)**
  - Dell 3591
  - Intel Ultra 7
  - Nvidia 4GB Graphics
  - 32GB RAM

- 1TB M.2
- 2TB M.2
- Windows 11 Pro
- Security regulations on export of technology
- **USB 3.0 FLASH DRIVE**
- **USB TO SERIAL ADAPTER (Not required for C550 configurations)**
- **DOCKING STATION**
- **HAUPPAGE VIDEO CAPTURE CARD**
- **Transfer existing GNET License to Laptop**
- **INTERCONNECT CABLING FOR LAPTOP COMPUTER**
- **TV DOWNHOLE KIT**
  - Top Roller Assembly, Manhole, TV Only, AI
  - Claw Hook, Manhole Adapter, f/WT319
  - Hook Assembly, Retrieval
  - Pole Assembly, Retrieval / Downhole tl,58"
  - Roller Assembly, Invert f/ WT319
- **MULTI CONDUCTOR TV ONLY TOOL KIT**
  - Digital Multimeter
  - Electrical Tape
  - Needle Nose Pliers
  - Six-In-One Screwdriver
  - 6" Adjustable Wrench
  - 10" Adjustable Wrench
  - Anti Seize Grease
  - 9-Piece Allen Wrench kit
  - Solder Iron Kit
  - Slip Joint Pliers
  - 5/32 T-Handle Hex Wrench
- **NO TRAINING REQUESTED for CUES Systems**
- **TRUCK DELIVERY- FOB MONTANA**
- **SOFT MOUNT KIT FOR C540**

- **CUES 542 FLEXIPROBE 200' REEL WITH 2" PUSH CAMERA**

**If bid does not allow connection to the current CUES CCTV system, the above bid packages must include the following items, as well:**

- **Componentry must be equal to or exceed items below.**
  - Complete package that allows for inspection of lateral and mainlines ranging from 6" – 200"
- **Package shall include, but not be limited to the following:**
  - **2 – OZ III-S cameras (one of which must contain a traceable, built-in sonde)**
  - **1 – DUC Digital Universal Camera**
  - **1 – Camera transportation and storage case**
  - **1 – Pipe Ranger 6" – 48" pipes**
  - **1 – Steerable Pipe Ranger 8" – 72" pipes**
  - **1 – Steerable Mud Master 24" – 200" (with 4- or 8-wheel capabilities)**
    - **All transporters must come with all sets of appropriate tire sizes and/or remote lift adjustments to center properly in the pipe of sizes it is rated for**
    - **All transporters must come with remote light adjustments to properly dim or brighten depending upon pipe material and size**
    - **All transporters must fit through standard manholes**
  - **Software package that allows integration into our GIS system with multiple users**
  - **Complete CCTV system delivery to Billings**
  - **2 days field training and continued remote technical support**
  - **2 days software integration training in person and continued online support**