

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 01, 2009 11:50 AM
To: 'Evangelina Garcia'
Subject: FW: Agenda item - Purchase - Asphalt Zipper 550B
Attachments: zipper 550B 203hp quote.pdf

Importance: High

Ms. Vangie:
FYI and project information.
Marty

From: Agapito Vargas [mailto:agapito.vargas@co.hidalgo.tx.us]
Sent: Thursday, October 01, 2009 11:47 AM
To: Marty
Cc: 'Humberto Garza'; 'Roque'; dina.trevino@co.hidalgo.tx.us; Yoli Cisneros; sergio.cruz@co.hidalgo.tx.us
Subject: Agenda item - Purchase - Asphalt Zipper 550B


Marty, Commissioner Palacios has requested to purchase an Asphalt Zipper from Asphalt Zipper, Inc. The company is a member of HGACBuy, contract no: SM10-08. The total cost of the equipment is \$132,365.00 as per the attached quote. This machine differs from the previous quote as it has more engine horsepower and more torque power on the cutter head. Please place the item on CC for Tuesday 13th October 2009.

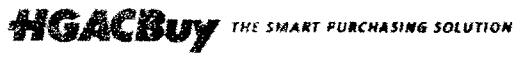
The equipment will be purchased from account number: 9-1339-431-00-122-034-0-742 – CO 2009 – “PCT 2 Drainage Improvement Heavy Equipment.

Thanks

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

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PUBLIC WORKS EQUIPMENT

STREET MAINTENANCE EQUIPMENT

Contract No.: SM10-08

Effective Date: Oct 1, 2008 thru Sep 30, 2010

- Airlessco
- * ▪ Asphalt Zipper *
- Barber-Greene
- Basic
- Bergkamp
- Bomag
- Broce
- Case
- Cimline
- CMI (Terex)
- Crafc
- Cedar Rapids (Terex)
- Duraco
- Dynapak
- Etnyre
- EZ Liner
- Gomaco
- Hamm
- Hypac
- Ingersoll-Rand
- LeeBoy
- Lincoln Paving
- Mauldin
- M-B Companies
- Pavement Services
- Rosco
- Schwarze
- Superior Broom
- Vogele
- Vohv
- Wacker
- Wirtgen

Airlessco

Products: Walk behind Airless Stripping Machines
 Contractor: EZ- Liner

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
PC1	Stripping Machine: Airlessco, 3500	2,720
P02	Stripping Machine: Airlessco, 4000	3,300
P03	Stripping Machine: Airlessco, 4500	4,650
P04	Stripping Machine: Airlessco, 6000	5,920

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Asphalt Zipper

Products: Portable Asphalt Machines with transport trailer
 Contractor: Asphalt Zipper

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
NG1	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ300	86,847
NG2	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ360HD	83,380
NG3	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ480HD	103,437
NG4	Asphalt Milling/Planing/Reclaiming Machine: Asphalt Zipper, AZ550	123,493

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Barber-Greene

Products: Asphalt Pavers
 Contractor: Clossner Equipment

H-GAC Product Code	Base Bid Item Description	Base Offered Price (\$)
Q01	Slurry/Microsurfacing Paver: Barber-Greene, AP600D	253,900
Q02	Slurry/Microsurfacing Paver: Barber-Greene, BG260D	274,900
Q03	Slurry/Microsurfacing Paver: Barber-Greene, AP-655D	301,900

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VENDOR CONTACTS

- **Anderson Machinery Co.**
 Tom Anderson
 (P): 512-272-8133
 (F): 512-272-8136
[Click here for Email](#)
- **Asphalt Zipper, Inc.**
 Steve Christensen
 (P): 888-947-7478
 (F): 801-772-0909
[Click here for Email](#)
- **Bane Machinery Inc**
 Paul Moore
 (P): 214-878-3798
 (F): 214-352-2460
[Click here for Email](#)
- **Bee Equipment**
 Everett Monroe
 (P): 806-745-1511
 (F): 806-445-0543
[Click here for Email](#)
- **Bergkamp, Inc.**
 Bill Cooper
 (P): 785-825-1375
 (F): 785-825-4269
[Click here for Email](#)
- **Cimline, Inc.**
 Marty Drinkwine
 (P): 800-328-3874
 (F): 866-557-1971
[Click here for Email](#)
- **Clossner Equipment Co., Inc.**
 Bennett Clossner
 (P): 210-732-2131
 (F): 210-732-0706
[Click here for Email](#)
- **Clyde/West Inc.**
 Jim McNeal
 (P): 800-929-5933
 (F): 503-252-1769
[Click here for Email](#)
- **Construction Machinery Industrial**
 Ron Allen
 (P): 907-563-3822
 (F): 907-563-1381
[Click here for Email](#)
- **Continental Equipment**
 Sol Gieser
 (P): 817-475-6544
 (F): 214-753-5378
[Click here for Email](#)
- **Crafc, Inc.**
 Vern Thompson
 (P): 800-528-8242
 (F): 480-940-0313
[Click here for Email](#)
- **Doggett Heavy Machinery**
 Glenn Fenner
 (P): 800-932-0727
 (F): 361-289-7229
[Click here for Email](#)
- **Duraco, Inc.**
 David Sitton
 (P): 601-932-2100
 (F): 601-936-6039
[Click here for Email](#)
- **Dynapak USA**
 Jennifer Bishop
 (P): 800-651-0033
 (F): 210-474-5750
[Click here for Email](#)
- **Equipment Support Services**
 Jim Rose
 (P): 817-283-2844
 (F): 817-255-2104



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	<input checked="" type="checkbox"/> BIDS	<input type="checkbox"/> PROPOSALS
INVITATION No.: SM 10-08	ISSUE DATE: May 28, 2008	
CATEGORY: STREET MAINTENANCE EQUIPMENT		

PURPOSE OF THIS INVITATION

The Houston-Galveston Area Council of Governments (**H-GAC**), is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 1,600 local governments, districts, state agencies and authorities participating in the **H-GAC** Cooperative Purchasing Program.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms and conditions of this Invitation including any attachments, exhibits, schedules, **H-GAC FORMS**, specifications, drawings, and/or other requirements as may be incorporated by reference herein. Responses are scheduled to be publicly opened at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day. Review on subsequent days will be by appointment only. Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Mar 27, 2008
PRE-BID/PROPOSAL CONFERENCE:	Apr 29, 2008 @ 9:00 a.m. CT; Conference Room C
FINAL SPECIFICATION / INVITATION:	May 28, 2008
BID/PROPOSAL RESPONSES DUE:	Jun 26, 2008 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Jun 26, 2008 @ 2:00 p.m. CT
RECOMMENDATIONS TO BOARD:	Aug 19, 2008
CONTRACT START DATE & TERM:	Oct 1, 2008 thru Sep 30, 2010
The documents comprising this Invitation are available via: <input checked="" type="checkbox"/> - E-mail <input checked="" type="checkbox"/> - Web Download @ https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact: Name: Brian Denzel Phone: 832-681-2554 E-mail: bdenzel@h-gac.com	

CONTENTS OF THIS INVITATION

- SECTION A - General Terms & Conditions
- SECTION B - Product/Service Specific Requirements & Specifications (Final)
- SECTION C - **H-GAC FORMS** (Final)
- SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to all State of Texas requirements for Competitive Procurement.

20. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

21. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

- d. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.
- e. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- f. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror**'s response.

Required Options

- g. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- h. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.
- i. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- j. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore,

H-GAC reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

- * k. Any option that has not been listed and priced in the Response is considered to be an “**Unpublished Option**”. Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options. *
- l. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

22. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard, but in no event for a period of less than one year, and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's warranty, and shall not be a substitute. **Offeror's** base price for any Product shall be inclusive of the warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- f. Warranties need not apply to:
 - Normal maintenance service or adjustments, or
 - Any Product reasonably shown to have been repaired or altered in any way so as to affect its stability, or which has been subject to misuse, negligence, or accident.
- g. **Offeror** is encouraged to offer extended warranties as an option.
- h. Warranties submitted with the Response, so long as they meet the minimum requirements set forth herein, shall be in lieu of all other warranties expressed or implied, all other representations to **H-GAC** and/or the **End User** Agency, and all other obligations or liabilities including liability for incidental or consequential damage on the part of **Offeror**. Neither **H-GAC** nor **End User** assume any warranty or liability on **Offeror's** behalf unless made or assumed in writing, initiated by **Offeror**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- i. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

23. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

24. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.