

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
Twincrest Inc. dba Twincrest Technologies
Mansfield, 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, **Twincrest Inc. dba Twincrest Technologies** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1315 Highway 1187, Sute 104, Mansfield, Texas 76063.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Traffic Control, Enforcement & Signal Preemption Equipment** Contract to become effective as of **May 1, 2013**, and to continue through **April 30, 2015** (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 **Traffic Control, Enforcement & Signal Preemption Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Traffic Control, Enforcement & Signal Preemption 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. Proposal Specifications No:PE05-13, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No:PE05-13, 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 Proposal 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 BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

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.

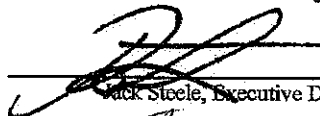
ARTICLE 23:

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 Steele, Executive Director


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



Derde Mick, Director of Public Services

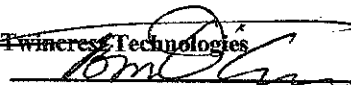
Date: April 8, 2013

Signed for **Twincrest Inc. dba Twincrest Technologies**
Mansfield, Texas:



Printed Name & Title: IAN LEE - SECRETARY / GM
Date: 4/2 20 13

Attest for **Twincrest Inc. dba Twincrest Technologies**
Mansfield, Texas:



Printed Name & Title: TOM O'CONNOR - MGR
Date: 4/2 20 13

Attachment "A"
 Vendor: Twincrest Inc. dba Twincrest Technologies
 Contract: PE05-13 Traffic Control, Enforcement & Signal Preemption Equipment
 Contract: PE05-13

FORM OF OFFERED ITEMS PRICING		Procurement No.	PE05-13
Offeror Name:			
H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price	
XC	WX-SS-225-1AC 1 approach Matrix AC power package	4910	
XC	WX-SS-225-2AC 2 approach Matrix AC power package	8690	
XC	WX-SS-225-3AC 3 approach Matrix AC power package	12005	
XC	WX-SS-225-4AC 4 approach Matrix AC power package	15500	
XC	WX-SS-225 SmartSensor Matrix 24.000GHz Intersection Radar Sensor	3780	
XC	WX-SS-B01-0003 Matrix Two Sensor Backplate w/ AC	1260	
XC	WX-SS-B01-0005 Matrix Four Sensor Backplate w/ AC	1860	
XC	WX-SS-B02-0002 Matrix Four Sensor Backplate w/AC Server Rack	2085	
XC	WX-SS-B02-0003 Matrix Two Sensor Backplate w/AC Server Rack	1415	
XC	WX-CLK-B02-0106 Matrix Six Sensor Backplate w/AC Server Rack	2810	
XC	WX-CLK-B02-0104 Matrix Six Sensor Backplate w/AC Server Rack w/Click 304	3160	
XC	WX-SS-B03-0004 Intersection Preassembled Segmented Backplate-Two Sensors	1225	
XC	WX-SS-B03-0005 Intersection Preassembled Segmented Backplate-Four Sensors	1790	
XC	WX-SS-611 Heavy Duty Sensor Mount - 6" - 2 axis aluminum bracket	175	
XC	WX-SS-710 In Line Terminal strip junction box	150	
XC	WX-CLK-112 2 Channel Contact Matrix Closure Rack Card	330	
XC	WX-CLK-114 4 Channel Contact Matrix Closure Rack Card	360	
XC	WX-SS-105V SmartSensor 10.525GHz Traffic Radar Sensor	2950	
XC	WX-SS-125 SmartSensor 24 GHz Dual Radar Traffic Sensor (10 Lanes)	4830	
XC	WX-SS-126 SmartSensor 24 GHz Dual Radar Traffic Sensor (22 Lanes)	4830	
XC	WX-SS-126-001 SmartSensor 24 GHz Dual Radar Traffic Sensor w/retrofit connector	4860	
XC	WX-SS-200V SmartSensor 10.525GHz Advance Detection System	3640	
XC	WX-SS-200-001 SmartSensor 10.525GHz Advance System w/ retrofit connector	3640	
XC	WX-SS-200E SmartSensor 10.525GHz Advance Detection System - Extended Range	4200	
XC	WX-360-0110 Full Rotational SmartSensor Backplate	65	
XC	WX-SS-KIT Install Kit	2000	
XC	WX-SS-WARR-1 SmartSensor 1 year extended warranty	90	
XC	WX-SS-WARR-2 SmartSensor 2 year extended warranty	175	
XC	WX-SS-WARR-3 SmartSensor 3 year extended warranty	265	
XC	WX-SS-704-020 SmartSensor Power and Communication Cable w/ Connector - 20'	140	
XC	WX-SS-704-040 SmartSensor Power and Communication Cable w/ Connector - 40'	185	
XC	WX-SS-704-060 SmartSensor Power and Communication Cable w/ Connector - 60'	235	
XC	WX-SS-704-080 SmartSensor Power and Communication Cable w/ Connector - 80'	285	
XC	WX-SS-704-100 SmartSensor Power and Communication Cable w/ Connector - 100'	330	
XC	WX-SS-705 Matrix/Advance Cable	1.65	
XC	WX-SS-706-020 SmartSensor Power and Communication Cable w/ Connector - 20'	145	
XC	WX-SS-706-040 SmartSensor Power and Communication Cable w/ Connector - 40'	225	
XC	WX-SS-706-060 SmartSensor Power and Communication Cable w/ Connector - 60'	270	
XC	WX-SS-706-080 SmartSensor Power and Communication Cable w/ Connector - 80'	310	
XC	WX-SS-706-100 SmartSensor Power and Communication Cable w/ Connector - 100'	365	
XC	WX-SS-707-001 Bulk Cable Spool 1000'	2000	
XC	WX-SS-707-002 Bulk Cable Spool 5000'	10000	
XC	WX-SS-712 10 pin female connector (SS105V)	145	
XC	WX-SS-701-020 SmartSensor Power and Communication Cable w/ Connector - 20'	180	
XC	WX-SS-701-040 SmartSensor Power and Communication Cable w/ Connector - 40'	265	
XC	WX-SS-701-060 SmartSensor Power and Communication Cable w/ Connector - 60'	325	
XC	WX-SS-701-080 SmartSensor Power and Communication Cable w/ Connector - 80'	400	
XC	WX-SS-701-100 SmartSensor Power and Communication Cable w/ Connector - 100'	470	
XC	WX-SS-702-001 Bulk Cable Spool 1000'	2000	
XC	WX-SS-702-002 Bulk Cable Spool 5000'	10000	
XC	WX-SS-703 26 pin female connector (Retrofit connector)	95	
XC	WX-CLK-100 16 Channel Contact Closure DIN Rail	410	
XC	WX-CLK-104 4-Channel Contact Closure DIN Rail	370	
XC	WX-CLK-112 2 Channel Contact Matrix Closure Rack Card	330	
XC	WX-CLK-114 4 Channel Contact Matrix Closure Rack Card	350	
XC	WX-CLK-120 24 VDC Relay - Screw Terminal	20	
XC	WX-CLK-121 24 VDC Relay - Spring Cage	20	
XC	WX-CLK-200 PowerRS232/RS485 Surge	240	
XC	WX-CLK-201 24 VDC 1 A Power Supply	135	
XC	WX-CLK-202 24 VDC 2 A Power Supply	170	
XC	WX-CLK-203 UPS - Battery	550	
XC	WX-CLK-204 24 VDC 4 A Power Supply	235	
XC	WX-CLK-210 Circuit Breaker .5 Amp	30	
XC	WX-CLK-210-02 Circuit Breaker 2 Amp	30	
XC	WX-CLK-210-10 Circuit Breaker 10 Amp	30	
XC	WX-CLK-211 AC Outlet	25	
XC	WX-CLK-221 DC Surge	195	
XC	WX-CLK-222 System Surge Protector	475	
XC	WX-CLK-223 Dual RS-485 Surge Protector	395	
XC	WX-CLK-230 120 VAC Surge	160	
XC	WX-CLK-230-02 240 VAC Surge	160	
XC	WX-CLK-250 Coax Surge N Type	60	
XC	WX-CLK-301 Serial to Ethernet converter	470	
XC	WX-CLK-304 RS 232 to RS 485 converter	350	
XC	WX-CLK-330 8 port Unmanaged Gpbs Ethernet Switch	595	
XC	WX-CLK-331 6 port Ethernet + 2 port SM Unmanaged Gpbs Ethernet Switch	2300	
XC	WX-CLK-340 8 port Managed 100 Mbps Ethernet Switch	560	
XC	WX-CLK-341 4 port Ethernet + 2 port MM Managed 100 Mbps Ethernet Switch	1020	
XC	WX-CLK-342 4 port Ethernet + 2 port SM Managed 100 Mbps Ethernet Switch	1705	
XC	WX-CLK-400 Serial to 900 MHz converter	700	
XC	WX-CLK-421 Serial to Bluetooth converter	560	
XC	WX-CLK-500 Programmable Controller	1065	

XC	WX-CLK-500-DEV Click! 500 Desktop Development Bundle	3375
XC	WX-CLK-510 Communication Tester	1065
XC	WX-CLK-511 Digital I/O Reposter	1065
XC	WX-CLK-512 Vehicle Alert	1065
XC	WX-CLK-513 Traffic Alert	1065
XC	WX-CLK-514 Event Logger	1065
XC	WX-CLK-600, Shelf Mount 4-Sensor Backplate	1860
XC	WX-100-0064 Din Rail 5"	5
XC	WX-100-0065 Din Rail 12"	5
XC	WX-100-0085 N-Male to Reverse SMA Male 1' Coax Cable	45
XC	WX-100-0118 Male Power Plug 8'	15
XC	WX-100-0119 900 MHz 3 dBi Omni Antenna	185
XC	WX-100-0120 900 MHz 9 dBi Yagi Antenna	90
XC	WX-100-0127 900 MHz 7" Omni Antenna	50
XC	WX-100-0133 Universal Antenna Mount	65
XC	WX-100-0134 N-Male to N-Male 25' Coax Cable	85
XC	WX-100-0141 2.4 GHz 12 dBi Omni Antenna	235
XC	WX-100-0143 N-Male to N-Male 3' Coax Cable	65
XC	WX-100-0155 900 MHz/2.4 GHz 3 dBi Omni Low Profile Antenna	80
XC	WX-100-0158 Mount for 3 dBi Omni Low Profile Antenna	35
XC	WX-100-0202 2.4 GHz 2.5 dBi Whip Antenna	15
XC	WX-100-0277 Grey Power Only T-Bus Connector	10
XC	WX-100-0281 RS-485/USB Mini-Converter	250
XC	WX-205-0000 T-Bus Connector	10
XC	WX-228-0004 T-Bus Terminal Block right end	10
XC	WX-228-0020 T-Bus Left End Right Angle	5
XC	WX-310-0005 RJ-11 96" Patch Cord	10
XC	WX-310-0014 RJ-11, White, 60 inch Patch Cord	10
XC	WX-310-0015 RJ-11, Black, 60 inch Patch Cord	10
XC	WX-310-0016 RJ-11, White, 6 inch Patch Cord	5
XC	WX-310-0017 RJ-11, Black, 6 inch Patch Cord	5
XC	WX-CLK-C10-0006 C10 Fiberglass Cabinet with Cable Grips	325
XC	WX-CLK-C10-0107 SS125 Interface Panel - No Click 301	825
XC	CMD-COLL Command Suite (Collector w/Monitor - Single Sensor License)	1500
XC	CMD-REPORT Reporting (Data View Add-On - Single Sensor License)	600
XC	CMD-MAP Mapping (Viewpoint Add-On - Single Sensor License)	600
XC	CMD-TRANS Translation Task (Add-On - Single Sensor License)	300
XC	CMD-COLL-SUPPORT Annual Support (Starting in 2nd Year, Per Sensor)	300
XC	CMD-ADD-SUPPORT Annual Add-On Support (Starting in 2nd Year, Per Sensor, Per Add-On)	120
XC	CMD-TRAVEL Command Travel Time System (Unlimited Sensors, NO Hardware)	36000
XC	CMD-DT Translator Server (Unlimited Sensors, Includes Hardware)	85700
XC	CMD-TRAVEL-SUPPORT Command Travel Time System Annual Support	6000
XC	CMD-DT-SUPPORT Translator Server Annual Support	14300
XC	WX-TRA Factory Certification (Per Class, Per Person)	500
XC	WX-SLR - Solar Assembly for Single Sensor Assembly	2800
XC	WX-INST-ASST - Installation Assistance (Price/Day+Expenses)	1000
XC	WX-INST - Sensor Installation onto Existing Infrastructure (Price/Sensor)	2000



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

PE05-13

Date Prepared:

1/6/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of San Antonio	Contractor:	Twincrest Technologies
Contact Person:	Marc Jacobson	Prepared By:	Ian Lee
Phone:	(210) 207-4574	Phone:	817-539-2200
Fax:	(210) 207-4585	Fax:	817-539-2201
Email:	marc.jacobson@sanantonio.gov	Email:	ianlee@twincresttech.com

Catalog / Price Sheet Name:	Wavetronix
General Description of Product:	Smartsensor System

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
88	WX-SS-225 Smartsensor Matrix Model SS225	3780	332640
6	WX-SS-B02-0002 Matrix Four Sensor Backplate with Server Rack	2085	12510
18	WX-CLK-B02-0106 Matrix Six Sensor Backplate with Server Rack	2810	50580
132	WX-SS-611 Heavy Duty Sensor Mount, 2-Axis Aluminum Bracket	175	23100
132	WX-SS-710 In-Line Terminal Strip Junction Box	150	19800
44	WX-CLK-112 2-Channel Contact Closure Card	330	14520
88	WX-CLK-114 4-Channel Contact Closure Card	350	30800
44	WX-SS-200V Smartsensor Advance Detector Model SS200V	3640	160160
132	WX-SS-704-020 20' Sensor Power and Communication Cable 20'	140	18480
22	WX-CLK-301 Serial to Ethernet Converter	470	10340
33000	WX-SS-705 Matrix Advance Cable	1.65	54450
88	WX-INST Sensor Installation onto Existing Infrastructure	2000	176000
Total From Other Sheets, If Any:			
Subtotal A:			903380

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Subtotal C:			0



HOUSTON-GALVESTON AREA COUNCIL

March 20, 2013

Ian Lee, General Manager
Twincrest Inc. dba Twincrest Technologies
P.O. Box 757
Mansfield, TX 76063

Dear Mr. Lee:

RE: CONTRACT NO. PE05-13 FOR SUPPLY OF TRAFFIC CONTROL, ENFORCEMENT & SIGNAL PREEMPTION EQUIPMENT

The Houston Galveston Area Council Board of Directors approved the award of the above referenced contract to your company for use by members of HGACBuy. This award must be accepted within 45 days of the date of this letter. To complete the process, please execute the following steps:

- 1) Sign and return **Two (2) original contract documents** to my attention at the address below. After H-GAC management has signed the documents, one signed original will be returned to you.
- 2) Complete and return the enclosed **Information Request Form**.

It is HGACBuy's intent that members throughout the United States be able to place orders through this contract. If you would like to assign a dealer, please contact us.

NOTE: Any assignments done on a previous contract will not carry forward to this new contract and you must execute a new assignment to any company you wish to process orders under this contract.

Should you have any questions concerning these requirements or the contract, please call.

Yours very truly,

Veronica Johnson

Veronica Johnson, CTP
Contract Specialist
Cooperative Purchasing Department
Houston Galveston Area Council

Attachments

