



## RESOLUTION NO. 2024-209

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE OF TWO AMBULANCES FROM FRAZER, LTD. THROUGH THE CITY'S COOPERATIVE PURCHASING AGREEMENT WITH HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENT COOPERATIVE (HGAC); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Administration recommends the purchase of two ambulances manufactured by Frazer, Ltd., during the FY24-25 budget, which have an estimated delivery time of eighteen to twenty-four months to ensure the Farmers Branch Fire Department can maintain the necessary number of modern ambulances to support emergency medical services in conformance with the City's fleet maintenance schedule; and

**WHEREAS**, the two new ambulances will replace the Farmers Branch Fire Department's two oldest ambulances, which will be six and seven years old, respectively, at the time of replacement; and

**WHEREAS**, City Administration will utilize the City's cooperative purchasing agreement with the Houston-Galveston Area Council of Governments Cooperative ("HGAC") to purchase the ambulances in conformance with applicable purchasing laws; and

**WHEREAS**, the City Council of the City of Farmers Branch finds it to be in the public interest to authorize such purchases.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:**

**SECTION 1.** The City Council approves, and the City Manager is hereby authorized to accept and approve, the purchase of two Type I 14' Module 2024 Ram 5500 4x4 Diesel Ambulances in the total amount of \$825,432.18 from Frazer, Ltd., pursuant to the quote attached hereto as Exhibit "A," utilizing the City's cooperative purchasing agreement with the Houston-Galveston Area Council of Government Cooperative (HGAC) under contract number AM10-23, and is further authorized to provide for payment and to sign on the City's behalf any necessary or appropriate documents and accept and approve such contract amendments as the City Manager deems reasonable, necessary, in the public interest, in compliance with applicable law and City policy, and, in the case of an increase in contract price, subject to the availability of funds.

**SECTION 2.** This resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 12<sup>TH</sup> DAY OF NOVEMBER 2024.**

**ATTEST:**

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Stacy Henderson, City Secretary

**APPROVED:**

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Terry Lynne, Mayor

**APPROVED AS TO FORM:**

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Whitt Wyatt, City Attorney  
[ww\_10.03.2024.1]

# Customer Quote



9/18/2024 12:00:14 PM

**Estimate No:** Q4434-0001  
**Quote Date:** 9/18/2024  
**Expiration Date:** 11/4/2024  
**Salesperson:** LL  
**Payment Terms:** Net 30

**Invoice To:** 10193  
 Farmers Branch Fire Department  
 City of Farmers Branch  
 13333 Hutton Drive  
 Dallas TX 75234  
 US

**Deliver To:**  
 Farmers Branch Fire Department  
 City of Farmers Branch  
 13333 Hutton Drive  
 Dallas TX 75234  
 US

**Order Instructions:**

**PAYMENT TERMS:** A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

**Policy on Customer Provided Items for Installation:**

To ensure optimal performance and longevity of installed equipment, we require that all customer-provided items be new in the box, with the following exceptions: cot retention systems, Knox MedVaults, and Knox KeySecures. In the event that a used cot retention system is provided, it must be accompanied by a new floor plate, wiring harness, and mounting hardware to guarantee functionality and safety. Failure to provide new in the box items, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

All customer provided items must be at Frazer 60 days prior to the projected production start date. This allows us time to inventory and inspect all items prior to production beginning. Failure to provide the items on time, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

Limited Edition Discount Applied: Modifying the specifications of your order may potentially affect your eligibility for this special pricing. We strongly recommend reaching out to the Frazer sales team for consultation before considering any changes to your order.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 14' Module	2.00	EA	\$	305,675.00	\$	611,350.00
2	CHASSIS 2024 Ram 5500 4x4 Diesel	2.00	EA	\$	86,250.00	\$	172,500.00

This chassis price is derived from the latest information provided by Ford. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.

2024 Ram 5500 4x4 Diesel - VIN: 3C7WRNCL5RG279493

2024 Ram 5500 4x4 Diesel - VIN: 3C7WRNCL0RG279495

3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	\$	0.00	\$	0.00
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Customer must pick up in Houston at Frazer or additional delivery charges will apply.

*Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :*

# Customer Quote



9/18/2024 12:00:14 PM

**Estimate No:** Q4434-0001  
**Quote Date:** 9/18/2024  
**Expiration Date:** 11/4/2024  
**Salesperson:** LL  
**Payment Terms:** Net 30

**Order Instructions:**

No.	Item	Qty	U/M:		Unit Price		Net Amount
4	HGAC-NEW HGAC Fee for a New Unit	1.00	EA	\$	1,000.00	\$	1,000.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00
6	STRYKER POWER-PRO XT Cot-Stryker Power-PRO XT 6506	2.00	EA	\$	30,291.09	\$	60,582.18

**Remit To:**

Frazer, Ltd.  
 7219 Rampart Street  
 Houston TX 77081

**Sale Amount:** 845,432.18  
**Order Disc( 2.3657%):** -20,000.00  
**Surcharge:** N/A  
**Sales Tax:** 0.00  
**Misc Charges:** 0.00  
**Total Amount:** 825,432.18

*Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :*



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For your convenience, all pricing has been itemized below per quote Q4434-0001 for Farmers Branch Fire Department

Base Module	\$ 161,200.00
Chassis Exterior	\$ 38,200.00
Module Exterior	\$ 44,250.00
Chassis Interior	\$ 3,175.00
Module Interior	\$ 58,850.00
<b>Total \$</b>	<b>305,675.00</b>

**Items included in above totals:**

1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration	\$ 6,750.00
2. This is a CAAS GVS v3.0 Unit	\$ incl

**Chassis Exterior:**

3. Heat Shielding for Diesel Chassis	\$ 2,225.00
4. Chassis Paint Layout: Paint All Two Tone - Frazer White (Frazer White) and Red (FLNA 3042)	\$ 8,200.00
5. Chassis : 2024 RAM 5500, Diesel, 4x4, Regular Cab, 108" Cab to Axle, Other	\$ incl
6. Suspension: LiquidSpring	\$ 17,050.00
7. Camera System: Voyager 7" Monitor with Back-Up Camera	\$ 2,400.00
8. Voyager Monitor Behind Overhead Console on Headliner	\$ incl
9. White Back-up Camera	\$ incl
10. Wheel type: Stainless steel covers	\$ incl
11. Road Force Elite tire and wheel balancing	\$ incl
12. Chassis Steps: Luverne Running Boards	\$ 1,500.00
13. Grille Guard: Grille Guard with Wraparounds	\$ incl
14. 10" and 12" Air Horns	\$ 1,600.00
15. Compressor Type: Standard	\$ 950.00
16. Air Horn Switching Options: Truck Horn/ Air Horn	\$ 200.00
17. Siren Amplifier: Howler	\$ 1,875.00
18. Passenger's side Grille Light: Whelen 600 Rota-Beam Red Light	\$ 500.00
19. Driver's side Grille Light: Whelen 600 Rota-Beam Red Light	\$ 500.00
20. Passenger's side Intersect Light: Whelen M6 Clear/Red Light	\$ 175.00
21. Driver's side Intersect Light: Whelen M6 Red/Clear Light	\$ 175.00
22. Driver Fender Light: Whelen M4 Red Light	\$ 425.00
23. Passenger Fender Light: Whelen M4 Red Light	\$ 425.00



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	<b>Chassis Exterior Subtotal \$</b>	<b>38,200.00</b>
<b>Module Exterior:</b>		
24. Power Source: Onan 5.5kW Generator	\$	13,850.00
25. Locking Gas Cap	\$	incl
26. Module Paint Layout: Two Tone - Frazer White (Frazer White) and Red (FLNA 3042)	\$	5,100.00
27. Roof Color: Frazer White (Frazer White)	\$	incl
28. No Design Package	\$	incl
29. Frazer Provided Tier 2 - Standard Graphics	\$	6,200.00
30. Solid Color Conspicuity Squares on Entry Doors	\$	500.00
31. Solid Color Conspicuity Strips on Compartment Doors	\$	275.00
32. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
33. Ground Lights: Entry Doors	\$	1,500.00
34. GTT Opticom (Infrared)	\$	2,725.00
35. Opticom Switching: On with Primary and Cut-off with park	\$	incl
36. Whelen TAM85 Traffic Advisor	\$	2,075.00
37. Shore Power: Single 30 Amp auto eject w/ Red cover on Front Wall	\$	700.00
38. Pigtail/Plug Option: Pigtail	\$	incl
39. LED Indicator over Shore Power Outlet: Green	\$	150.00
40. Coax 1: Run coax from location 1 to Electrical Compartment	\$	incl
41. Coax 2: Run coax from location 2 to Chassis terminated to MDT	\$	incl
42. Coax 3: Run coax from location 3 to Electrical Compartment terminated to Antenna	\$	incl
43. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
44. UNOC ??? - Kussmaul to be installed on 45 degree bracket to prevent auto eject from hitting chassis	\$	incl
45. UNOC 1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna mounted on module roof at location 2; run coax to chassis MDT.	\$	525.00
46. UNOC ??? Customer provided cradle point antenna to be installed on module roof at location 3 and run to the electrical compartment	\$	125.00
47. Front Wall Light Layout: M Pattern Light	\$	incl
48. Front Wall Light #1: Whelen M6 Amber Light	\$	incl
49. Front Wall Light #2: Whelen M6 Red Light	\$	incl
50. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
51. Front Wall Light #4: Whelen M6 Red Light	\$	incl



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52. Front Wall Light #5: Whelen M6 Amber Light	\$	incl
53. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	200.00
54. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	200.00
55. Driver Wall Front Box Light: Whelen M9 Red Light	\$	200.00
56. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	200.00
57. Driver Wheel Well Light: Whelen M6 Red/Clear Light	\$	150.00
58. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$	4,125.00
59. O2 Compartment Style: 76" O2 Standup with Divider	\$	incl
60. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
61. O2 Cylinder Changing Wrench	\$	150.00
62. O2 Regulator - Ship Loose	\$	275.00
63. Intermediate Compartment Style: Left T-Split	\$	350.00
64. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
65. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
66. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	350.00
67. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	1,550.00
68. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	350.00
69. UNOC ??? - (similar to UNOC 1630) Add irons Lok bracket on back wall (wall facing interior of the module) to the left of the O2	\$	575.00
70. Module Window Option: Sliding Window	\$	incl
71. Upper Rear Wall Light Layout: 3 Across	\$	incl
72. Upper Light #1: Whelen M6 Load Light	\$	incl
73. Upper Light #2: Whelen M6 Amber Light	\$	incl
74. Upper Light #3: Whelen M6 Load Light	\$	incl
75. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
76. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
77. Lower Light #3: Whelen M6 Amber Light	\$	incl
78. Lower Light #4: Whelen M6 Amber Light	\$	incl
79. Rear Wall Driver Box Light: Whelen M9 Red Light	\$	200.00
80. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$	200.00
81. Lower BTTs: 2 M6 Lights on each side	\$	1,050.00
82. Rear Bumper	\$	incl



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83. Door Grabbers	\$	incl
84. License Plate Light	\$	incl
85. Passenger Wall Front Box Light: Whelen M9 Red Light	\$	200.00
86. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$	200.00
87. Passenger Wheel Well Light: Whelen M6 Clear/Red Light	\$	150.00
88. Interior Step Option: Double Step Well	\$	incl
89. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
	<b>Module Exterior Subtotal</b>	<b>\$ 44,250.00</b>
<b>Chassis Interior:</b>		
90. Siren Speakers: Whelen SA 315 Speakers	\$	incl
91. Tap-2 on Primary Siren	\$	incl
92. Siren Option: Whelen C9 Siren in Console	\$	incl
93. Mic 1 shipped loose	\$	incl
94. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
95. Slot 1: Extended MDT plate - swivel with fuel gauge (swivel on passenger side)	\$	700.00
96. Slot 2: Single Slot Switch Panel	\$	incl
97. Slot 3: Radio Plate: 6.7 L X 2 W opening dims Item ID 2399	\$	incl
98. Slot 4: Siren 1	\$	incl
99. Slot 5: Traffic Advisor Head	\$	incl
100. Slot 6: Single Blank	\$	incl
101. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
102. New Armrest	\$	350.00
103. Console Layout: 6-Slot Console	\$	incl
104. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	275.00
105. Rear of Console: Single Mapholder	\$	350.00
106. Chassis Rear Wall: 2 High Glove Box Holder	\$	275.00
107. Aftermarket Vinyl Seats	\$	1,225.00
	<b>Chassis Interior Subtotal</b>	<b>\$ 3,175.00</b>
<b>Module Interior:</b>		
108. Protek Cushions	\$	incl
109. Cobalt Blue Interior	\$	incl
110. Stainless Steel Countertops	\$	incl





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111. Yellow Grab Rails	\$	350.00
112. Stacked Cabinet with Medvault Opening and Refrigerator	\$	3,925.00
113. Refrigerator Lock	\$	375.00
114. (2) Glove Box Holders on the Front Wall	\$	500.00
115. Location 1: 8 Switch panel	\$	incl
116. Location 2: Double O2 Outlet	\$	incl
117. Location 3: Electric O2 panel with monitor	\$	2,525.00
118. Location 4: Thermostat	\$	incl
119. Location 6: Blank	\$	incl
120. Location 7: Blank	\$	incl
121. Location 8: Quad 120 VAC	\$	incl
122. Location 9: Suction	\$	incl
123. Genset Start/Stop Switch at Action Wall	\$	incl
124. (1) Kussmaul USB/USB-C Device(s) at Action Wall	\$	350.00
125. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Blank; Kussmaul USB/USB-C; Module Heater - Hi/Off/Low; Start/Stop Genset;	\$	incl
126. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	2,175.00
127. Sharps Container at Action Wall	\$	incl
128. New Action Wall Acrylic Holder	\$	incl
129. New 6pt Harness at the CPR Seat	\$	775.00
130. Cabinet Aft CPR Seat	\$	1,350.00
131. Genset Start/Stop Switch at Rear Doors	\$	incl
132. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	\$	incl
133. Latching Double Interior Squad Bench Storage	\$	incl
134. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
135. Harness Type for Seat Position 1: New 6pt Harness	\$	775.00
136. Harness Type for Seat Position 3: New 6pt Harness	\$	775.00
137. Acrylic Holder and Sharps at Squad Bench	\$	1,200.00
138. Triple Squad Bench Cabinet	\$	1,350.00
139. Trashcan With Lid at the Head of the Squad Bench	\$	incl
140. O2 Outlet Above the Front I/O	\$	incl
141. Door Forward Front I/O with Hospital Grade Power Strip with Cargo Netting	\$	incl
142. 2 High "D" Cylinder Holder in the Front I/O	\$	275.00



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143. Duplex Outlet Above the Front I/O	\$	incl
144. Large Black Trashcan at the Side Entry Door	\$	275.00
145. Single O2 Outlet in Ceiling Raceway	\$	500.00
146. IV Hanger on Ceiling Raceway	\$	incl
147. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 14' Unit	\$	725.00
148. IV Hanger on Squad Bench Ceiling	\$	incl
149. Rear Headknocker Options: With Clock only	\$	700.00
150. Stryker cot tower only ( no antler and bar )	\$	incl
151. New Stryker Power-LOAD System - Gen 2	\$	38,750.00
152. Loncoin II Onyx Floor	\$	incl
153. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	1,050.00
154. Module Heater : New	\$	incl
	<b>Module Interior Subtotal</b>	<b>\$ 58,850.00</b>



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Last edited by trussell on September 18 2024

Email this quote along with your PO  
to Lauren Lambert at llambert@frazerbilt.com

**Remit To:**

Per TMVCC, we are quoting this through our  
licensed franchise dealer, Mac Haik Dodge Chrysler Jeep.

Mac Haik Dodge Chrysler Jeep  
11000 I - 45 North Freeway  
Houston, TX 77037

**Standard Terms and Conditions**

**INVOICING AND PAYMENT TERMS:** Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

**CANCELLATION POLICY:** Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 120 days before the projected production start date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

**CHASSIS PAYMENT CONSIDERATION:** Please note that payment for the chassis may have been issued prior to the 120-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.



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**DELIVERY TERMS:** The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

**TERMINATION FOR CAUSE:** Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

**CHANGE ORDERS:** Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

**PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING:** All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.



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**INDEMNIFICATION:** Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

**Customer Initials:** \_\_\_\_\_

**LIMITATIONS ON DAMAGES:** In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

**FORCE MAJEURE:** A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.



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**TITLE AND RISK OF LOSS:** Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

**WAIVER:** Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

**LIENS:** Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

**INSPECTION, REVIEW AND WITNESSING:** Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

**APPLICABLE LAW AND VENUE:** The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

**OWNERSHIP OF DOCUMENTS:** Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.



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**INSURANCE:** Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

**SURVIVAL:** The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only		Contract No.:	AM10-23	Date Prepared:	9/30/2024
Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.							
Buying Agency:	Farmers Branch Fire Department	Contractor:	Mac Haik Dodge	Q4434-1	HGAC		
Contact Person:	Captain Terry Evans	Prepared By:	David Sheehy				
Phone:		Phone:	(281)-768-1881				
Fax:		Fax:	281-820-7435				
Email:	Terry.evans@farmersbranchtx.gov	Email:	dsheehy@machaikdcj.com				
Product Description	Type I - 14'Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels						
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract: AM10-23</b>							<b>\$241,500.00</b>
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary.</b> (Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
Paint Two Tone		\$8,200.00	Door Forward		\$6,750.00		
Heat Shielding		\$2,225.00	Ground Light at Entry Doors		\$1,500.00		
LiquidSpring		\$17,050.00	GTT Opticom on Front Wall		\$2,725.00		
Onan		\$13,850.00	After-market Vinyl Seats in Truck Cab		\$1,225.00		
Current Stryker Catalog List Price		\$69,041.00	Triple Squad Bench Cabiner		\$1,350.00		
Graphics Package Standard		\$6,200.00	Deezee Running Boards		\$1,500.00		
Current Whelen Automotive Distributor Catalog List Price		\$11,750.00	Standard Compressor		\$950.00		
Stacked Cabinet with Medevault Opening and Fridge		\$3,925.00					
Electric O2 with Monitor		\$2,525.00					
Technimount at Action Wall		\$2,175.00					
Cabinet to the Rear of the CPR Seat		\$1,350.00					
Acrylic Holder and Sharps at Squad Bench		\$1,200.00					
Captain's Chair with Child Safety		\$1,050.00					
Voyage Quad View Mirror w/ Back-Up Camera		\$2,400.00					
Dual 10" & 12" Air Horns		\$1,600.00					
Whelen Howler on Primary Siren		\$1,875.00					
					<b>Subtotal B:</b>	\$162,416.00	
<b>C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.</b> (Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
Module Exterior Customer Requested Unpublished Custom Options		\$6,725.00					
Chassis Interior Customer Requested Unpublished Custom Options		\$1,575.09					
					<b>Subtotal C:</b>	\$8,300.09	
<b>Check:</b> Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					<b>For this transaction the percentage is:</b>		2.05%
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>							
Quantity Ordered:	2	X Subtotal of A + B + C:	\$412,216.09	=	<b>Subtotal D:</b>	\$824,432.18	
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>					<b>Subtotal E:</b>	\$1,000.00	
<b>F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
					<b>Subtotal F:</b>	\$0.00	
<b>Delivery Date:</b>			<b>G. Total Purchase Price (D+E+F):</b>			\$825,432.18	



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MAC HAIK DCJ  
HOUSTON, TX United States

Certificate Number:  
2024-1221014

Date Filed:  
09/30/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF FARMERS BRANCH

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RG279493  
MAC HAIK TO PROVIDE A RAM 4500 CHASSIS CAB TO SPEC FOR FRAZER LTD TO UPFIT INTO AN AMBULANCE,

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is David M. Sheehy, and my date of birth is 12/24/1957.

My address is 810 FLEETWOOD PLACE DRIVE, HOUSTON TX 77079 USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 30th day of SEPT., 2024.  
(month) (year)

David M. Sheehy  
Signature of authorized agent of contracting business entity (Declarant)