



STANDARD AGREEMENT

(version 9-29-2021)

This AGREEMENT (“Agreement”) is entered by and between **Rush Truck Centers of Ohio, INC** (“Contractor”), located at **3950 Parkwest Dr, Columbus, OH 43228** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **an ambulance chassis and module**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **June 9, 2022** and shall expire on **July 31, 2022**. The period from commencement to expiration is the Contract Term. City may terminate this Agreement for convenience at any time before 120 days prior to the delivery date, as amended (current delivery date is estimated to be January 1, 2023). Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$363,806.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor **is not** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City’s confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor’s possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the

City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties;

disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____ . *(date to be filled in by City Secretary)*

RUSH TRUCK CENTERS OF OHIO - "Contractor"

DocuSigned by:

Paul Brown

AB9FFB4604C6414

Representative Paul Brown

Regional Sales Manager

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule

(There are **16** pages for Exhibit A, including this page)

Standard Terms and Conditions

Quote 3097-0001

EXHIBIT A

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 received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

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.

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.

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.

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).

Customer Quote



6/15/2022 4:51:09 PM

Estimate No: Q3097-0001

Quote Date: 6/9/2022

Expiration Date: 7/24/2022

Invoice To: 10206
 City of League City EMS
 300 West Walker St
 League City TX 77573
 US

Deliver To:
 City of League City
 1535 Dickinson Ave.
 League City TX 77573
 US

Salesperson: PB

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1			1.00000000	EA	279,306.00000	279,306.00	USD

MODULE

Type I 14'

Payment due for chassis only when the chassis arrives at Frazer. This will be invoiced prior to completion of the unit. Unit balance will be invoiced 30 days prior to unit completion

2			1.00000000	EA	84,500.00000	84,500.00	USD
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CHASSIS

2023 International CV 515

3			0.00000000	M	0.00000	0.00	USD
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DELIVERY

Customer Pick Up - FOB Frazer

5			1.00000000	EA	0.00000	0.00	USD
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SpecDoc

Configurable item to create the SpecDoc

Sale Amount: 363,806.00

Order Disc(0.0000%): 0.00

Surcharge: N/A

Sales Tax: 0.00

Misc Charges: 0.00

Total Amount: 363,806.00

Net 30

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



6/15/2022 4:51:09 PM

Estimate No: Q3097-0001
Quote Date: 6/9/2022
Expiration Date: 7/24/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
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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. :



Defining the future of Mobile Healthcare.™

For your convenience, all pricing has been itemized below per quote Q3097-0001 for City of League City EMS

Base Module	\$ 146,131.00
Chassis Exterior	\$ 13,575.00
Module Exterior	\$ 55,825.00
Chassis Interior	\$ 6,850.00
Module Interior	\$ 56,925.00
Total	\$ 279,306.00

Items included in above totals:

- | | |
|---|-------------|
| 1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration | \$ 5,350.00 |
| 2. This is a Triple K Unit | \$ incl |

Chassis Exterior:

- | | |
|--|-------------|
| 3. Heat Shielding for Diesel Chassis | \$ 1,750.00 |
| 4. Chassis Options: Chassis comes with running boards, oem back up camera, aluminum wheels | \$ incl |
| 5. Chassis : 2023 International CV 515 (Class 4), Diesel, 4x2, Regular Cab, 108" Cab to Axle, International White (NAV 9036) | \$ incl |
| 6. Suspension: Factory Liquid Spring | \$ incl |
| 7. Wheel type: Factory Aluminum | \$ incl |
| 8. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator | \$ 325.00 |
| 9. Road Force Elite tire and wheel balancing | \$ incl |
| 10. Grille Guard: Full Replacement Bumper | \$ 4,500.00 |
| 11. 10" and 12" Air Horns | \$ 1,250.00 |
| 12. Compressor Type: Standard | \$ 725.00 |
| 13. Switching Options: Foot Switch | \$ 250.00 |
| 14. Siren Amplifier: Howler | \$ 1,475.00 |
| 15. Window Tint (35% VLT) on Chassis Doors | \$ 325.00 |
| 16. Passenger's side Grille Light: Whelen M6 Red/Blue Light | \$ 125.00 |
| 17. Driver's side Grille Light: Whelen M6 Red/Clear Light | \$ 125.00 |
| 18. Passenger's side Intersect Light: Whelen M6 Red/Blue Light | \$ 125.00 |
| 19. Driver's side Intersect Light: Whelen M6 Red/Blue Light | \$ 125.00 |
| 20. Driver Fender Light: Whelen M6 Red/Blue Light | \$ 450.00 |
| 21. Passenger Fender Light: Whelen M6 Blue/Red Light | \$ 450.00 |
| 22. UNOC #1813 - Furnish and install Whelen 500V Series Red/Clear Fender lights in lieu of M6: | \$ 1,575.00 |



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- Program D/S Fender light to go from flashing Red to steady Clear when D/S chassis door is open or D/S Scene Light is ON
- Program P/S Fender light to go from flashing Red to steady Clear when P/S chassis door is open or P/S Scene Light is ON

Chassis Exterior Subtotal \$ 13,575.00

Module Exterior:

23. Power Source: MEPS	\$ 16,500.00
24. Module Paint Layout: White - International White (NAV 9036)	\$ incl
25. Blackout cladding: All diamond plating (treadbrite) powdercoated black and rear bumper coated with black bedliner	\$ 1,650.00
26. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$ 1,750.00
27. Conspicuity Squares on Entry Doors Matching the Rear Wall	\$ 525.00
28. Conspicuity Strips on Compartments Matching the Rear Wall	\$ 325.00
29. Placards x3:	\$ 600.00
30. Frazer Provided Graphics	\$ 2,750.00
31. Body Drop on the Passenger's Side Forward of Rear Wheels	\$ incl
32. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$ 250.00
33. Compartment Keys: J210 in the Electrical Compartment	\$ incl
34. Ground Lights: Perimeter of Module and Under Chassis Steps	\$ 3,475.00
35. GPS Opticom	\$ 6,375.00
36. Opticom Switching: On with Primary and Cut-off with park	\$ incl
37. Whelen TAM85 Traffic Advisor	\$ 1,625.00
38. Shore Power: Single 30 Amp auto eject w/ Red cover on Front Wall	\$ 525.00
39. Pigtail/Plug Option: Pigtail	\$ incl
40. Coax 1: Run coax from location 1 to Chassis	\$ incl
41. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom	\$ incl
42. Coax 3: Run coax from location 3 to Electrical Compartment	\$ incl
43. Coax 4: Run coax from location 4 to Electrical Compartment	\$ incl
44. . UNOC #1816 - Furnish and install Whelen 4 Long Tracer Series Red/Blue/Clear ground lights on D/S and P/S of module and below chassis steps: - Red/Blue lights to come on with SECONDARY - D/S lights to go from Red/Blue to Clear when D/S chassis door is open or when Scene Light is ON - P/S lights to go from Red/Blue to Clear when P/S chassis door is open or when	\$ 7,300.00



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Scene Light is ON

45. Front Wall Light Layout: W Pattern Lights	\$	incl
46. Front Wall Light #1: Whelen M6 Blue Light	\$	incl
47. Front Wall Light #2: Whelen M6 Red/Blue Light	\$	100.00
48. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
49. Front Wall Light #4: Whelen M6 Blue/Red Light	\$	100.00
50. Front Wall Light #5: Whelen M6 Blue Light	\$	incl
51. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	150.00
52. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	150.00
53. Driver Wall Front Box Light: Whelen M9 Red Light	\$	150.00
54. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	150.00
55. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
56. Scene Light Option: Spectra SPA900	\$	incl
57. O2 Compartment Style: 76" O2 Standup	\$	incl
58. O2 Cylinder Electric Lift	\$	5,000.00
59. O2 Cylinder Changing Wrench	\$	100.00
60. Intermediate Compartment Style: Left T-Split	\$	250.00
61. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
62. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
63. Rear Storage Compartment Style: Rear Storage with Adjustable Shelf with I/O Access	\$	325.00
64. Rear Storage I/O Opening Size: 15" Height Opening	\$	incl
65. Module Window Option: Sliding Window	\$	incl
66. Upper Rear Wall Light Layout: 3 Across	\$	incl
67. Upper Light #1: Whelen M6 Load Light	\$	incl
68. Upper Light #2: Whelen M6 Amber Light	\$	incl
69. Upper Light #3: Whelen M6 Load Light	\$	incl
70. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
71. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
72. Lower Light #3: Whelen M6 Red/Blue Light	\$	100.00
73. Lower Light #4: Whelen M6 Red/Blue Light	\$	100.00
74. Rear Wall Driver Box Light: Whelen M9 Red Light	\$	150.00
75. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$	150.00



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76. Rear Backboard: 5" Compartment Shelf	\$	250.00
77. Lower BTTs: 2 M6 Lights on each side	\$	825.00
78. Treadbrite Add on: Warning Lights Below Rear Entry Doors	\$	675.00
79. Driver Side Treadbrite Light: Whelen M4 Amber Light and Passenger Side Treadbrite Light: Whelen M4 Amber Light	\$	incl
80. Rear Bumper	\$	incl
81. Door Grabbers	\$	incl
82. License Plate Light	\$	incl
83. Passenger Wall Front Box Light: Whelen M9 Red Light	\$	150.00
84. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$	150.00
85. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
86. Passenger Scene Light Activated with Side Entry Door	\$	350.00
87. Interior Step Option: Double Step Well	\$	incl
88. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
89. Door Locks on Entry Doors and Front I/O	\$	1,600.00
90. Gas Hold Open on All Compartments	\$	1,200.00
		55,825.00
Module Exterior Subtotal	\$	55,825.00

Chassis Interior:

91. Siren Speakers: Whelen SA 315 Speakers	\$	incl
92. Tap-2 on Primary Siren	\$	incl
93. Siren Option: Whelen C9 Siren in Console	\$	incl
94. Mic 1 shipped loose	\$	incl
95. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
96. Slot 1: Single Thicker MDT Plate	\$	100.00
97. Slot 2: Single Slot Switch Panel	\$	incl
98. Slot 3: Siren 1	\$	incl
99. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
100. Slot 5: Traffic Advisor Head	\$	incl
101. Slot 6: Single Blank	\$	incl
102. Kussmaul USB at Console	\$	250.00
103. Console Switch Layout : Primary - Secondary - Kussmaul USB - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank -	\$	incl
104. New Armrest	\$	250.00



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105. Console Layout: 6-Slot Console	\$	incl
106. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$	775.00
107. Rear of Console: Single Mapholder with Cup Holder	\$	375.00
108. Chassis Rear Wall: 3 High Glove Box Holder	\$	250.00
109. Camera System: Voyager 7" Monitor with Back-Up Camera	\$	1,875.00
110. Black Back-up Camera	\$	incl
111. Secure-Idle Anti-Theft System	\$	725.00
112. Aftermarket Vinyl Seats	\$	950.00
113. UNOC-268-Install customer provided swivel and docking station on MDT plate towards the right	\$	150.00
114. UNOC-297- Install customer supplied radio equipment.	\$	600.00
1. motorola radio head in console slot 4		
2. speaker on floor i front oc console		
3. mic on D/S slot 2		
4. radio base in electricaql compartment		
5. wire ignition hot		
115. UNOC-321-Install (2) customer provided <make & model> portable radio chargers; battery hot on rear of cc	\$	250.00
116. UNOC-636-Furnish and install Knox KeySecure 3B mounted on 60 degree bracket on floor in front of console and lights. facing driver	\$	300.00

Chassis Interior Subtotal \$ 6,850.00

Module Interior:

117. Protek Cushions	\$	incl
118. Cobalt Blue Interior	\$	incl
119. Stainless Steel Countertops	\$	incl
120. Safety Yellow Powdercoated Grab Rails	\$	200.00
121. Stacked Cabinet with Refrigerator	\$	2,575.00
122. Refrigerator Lock	\$	275.00
123. (2) Glove Box Holders on the Front Wall	\$	375.00
124. Module Heater : New	\$	1,000.00
125. Location 1: 8 Switch panel	\$	incl
126. Location 2: Single O2 Outlet	\$	incl
127. Location 3: Electric O2 panel with monitor	\$	2,000.00
128. Location 4: Dual USB receptacles	\$	250.00
129. Location 6: Thermostat	\$	incl



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130. Location 7: Blank	\$	incl
131. Location 8: Quad 120 VAC	\$	incl
132. Location 9: Suction	\$	incl
133. Door Lock Switch at Action Wall	\$	150.00
134. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low; Unlock/Lock; Electric O2; Blank; Blank;	\$	incl
135. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,700.00
136. Sharps Container at Action Wall	\$	incl
137. Acrylic Holder at the Action Wall Cabinet	\$	incl
138. New 6pt Harness at the CPR Seat	\$	600.00
139. Acrylic Holder Aft CPR Seat	\$	incl
140. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
141. UNOC-578-Furnish and install BTT strip light combination in the rear entry door headknocker with kill switch next to head knocker below clock	\$	700.00
142. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
143. Harness Type for Seat Position 1: New 6pt Harness	\$	600.00
144. Harness Type for Seat Position 3: New 6pt Harness	\$	600.00
145. Acrylic Holder and Sharps at Squad Bench	\$	925.00
146. Triple Squad Bench Cabinet	\$	1,050.00
147. Trashcan With Lid at the Head of the Squad Bench	\$	incl
148. O2 Outlet Above the Front I/O	\$	incl
149. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
150. 2 High "D" Cylinder Holder in the Front I/O	\$	200.00
151. Duplex Outlet Above the Front I/O	\$	incl
152. Large Black Trashcan at the Side Entry Door	\$	200.00
153. UNOC-2117-Furnish and install Knox Medvault underneath the forward-most of the triple squad bench cabinets	\$	3,350.00
154. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$	5,225.00
155. O2 Outlet in Ceiling Raceway	\$	375.00
156. IV Hanger on Ceiling Raceway	\$	incl
157. Overhead Grabrails on Both Sides	\$	250.00
158. IV Hanger on Squad Bench Ceiling	\$	incl
159. In-Module Camera at the Rear Position	\$	675.00



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160. Head knocker options: With Clock only	\$	525.00
161. Stryker cot tower only (no antler and bar)	\$	incl
162. Floor Options: New Stryker Power-LOAD System	\$	30,800.00
163. Loncoin II Onyx Floor	\$	incl
164. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	\$	2,050.00
165. Customer Provided Items Processing Fee	\$	275.00
	Module Interior Subtotal	\$ 56,925.00
166. Temporary Supply Chain Surcharge	\$	18,881.00



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Email this quote along with your PO
to Paul Brown at pbrown@frazerbilt.com

Remit To:

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 received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

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



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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.

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



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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.

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.



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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.

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).