

SUPPLY AGREEMENT NO. 1808

Ambulance Parts for CCFD

THIS **Ambulance Parts for CCFD Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Frazer LTD ("Supplier"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide Ambulance Parts for CCFD in response to Request for Bid No. **N/A** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Supplier agree as follows:

- 1. Scope. Supplier will provide Ambulance Parts for CCFD in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term. This Agreement is for 12 months. The parties may mutually extend the term of this Agreement for up to three additional 12-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment. The total value of this Agreement is not to exceed \$50,000.00, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator. The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Kevin Sullivan
Fire Department
361.826.3923
KevinSu@cctexas.com

- 5. Insurance. Before performance can begin under this Agreement, the Supplier must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 6. Purchase Release Order. For multiple-release purchases of products to be provided by the Supplier over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Supplier a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Supplier until such time as the products are delivered and accepted by the City.
- 7. Inspection and Acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Supplier, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Supplier within 30 days of receipt of City's invoice.

8. Warranty.

- (A) The Supplier warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Supplier warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Supplier or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

- 9. Quality/Quantity Adjustments. Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
- 10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor. Supplier will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Supplier be considered an employee of the City.
- 12. Subcontractors. Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Supplier and its employees had performed the work.
- **13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- **14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- **15. Taxes.** The Supplier covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice. Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day

faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi Attn: Kevin Sullivan Equipment Maintenance Superintendent 1501 Holly Road, Corpus Christi, Texas 78417 361.826.3923

Fax: 361.826.4325

IF TO SUPPLIER:

Frazer LTD
Attn: Bert Jones
VP of Quality and Service
7219 Rampart, Houston, Texas 77081
713.772.5511

Fax: 888.372.9371

17. SUPPLIER SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE SUPPLIER OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE SUPPLIER OR ITS EMPLOYEES OR AGENTS. SUPPLIER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

- (A) The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Supplier written notice of the breach and set out a reasonable opportunity to cure. If the Supplier has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.
- (B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Supplier. The City Manager may also terminate this Agreement upon 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out in this Agreement.
- 19. Assignment. No assignment of this Agreement by the Supplier, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Supplier is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 20. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 21. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement (excluding attachments and exhibits);
 - B. its attachments:
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Supplier's bid response (Exhibit 2).
- **22.** Certificate of Interested Parties. Supplier agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Verification Regarding Israel. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for

goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Supplier verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

- 24. Governing Law. This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule
Attachment C: Insurance Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB No. N/A

Exhibit 2: Supplier's Bid Response



Attachment A: Scope of Work

SCOPE OF WORK:

- 1. Contractor will provide the ambulance parts.
- 2. Parts will be ordered from the contractor on as needed basis.
- 3. Contractor shall ship needed parts within seven days.
- 4. Provide updated pricing sheet/catalogue whenever updates are available.
- 5. Contractor will contact the contract administrator for any delays on shipment and invoice concerns.
- 6. Invoices to be e-mailed to the contract administrator.
- 7. Catalog pricing to include freight.



Attachment B: Quote/Pricing Schedule CITY OF CORPUS CHRISTI QUOTE FORM

- 1. Refer to Contract Terms and Conditions before completing quote.
- 2. Quote your best price, including freight, for each item.
- 3. In submitting this quote, Contractor certifies that the prices in this quote have been arrived at independently, without consultation, communication, or agreement with any other contractor or competitor, for the purpose of restricting competition with regard to prices.

Invitation to quote, FOB Destination, Freight Included, on the following:

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL
Parts	1	EA	Base on catalogue pricing	Base on catalogue pricing
Exhibit A - Corpus Christi Pricing Schedule				
TOTAL				\$50,000.00

COMPANY: Frazer LTD	
NAME OF PERSON AUTHORIZED TO SIGN:	Bert Jones
ADDRESS: 7219 Rampart	CITY / STATE/ZIP Houston, Tx 77081
PHONE: 713-772-5511	EMAIL: bjones@frazerbilt.com
FAX: 888-372-9371	DATE: 7/17/2018
SIGNATURE: 34	TITLE: VP of Service and Quality Control

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL QUOTES. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE QUOTES RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.

Exhibit A: Corpus Christi Pricing Schedule

ltem	Description	Price
1058	Washer-Flat, 19.5 x 30 mm	0.74
1112	Gasket-Intake Manifold, Generator	5.32
1169	Gasket-Throttle Body, Generator	5.08
1315	Isolator-Spring, Small, Generator	5.09
1366	Gasket-Carburetor to Air Box, Generator	5.06
1367	Isolator-Spring, Large, Generator	5.09
1611	Gasket-Manifold/Muffler, Generator	9.19
1665	O-Ring-Oil Pump, Generator	5.06
1666	Gasket-Breather Plate, Generator	6.69
1687	Breather Tube-90 deg, Generator	4.92
1918	Connector-Straight, QD, Male, Brass	11.57
2015	Gasket-Exhaust Manifold, Generator	3.26
2060	Plug-Spark, 5.5 Generator	7.60
2061	Gasket-Crank Case, Generator	40.36
2269	Gasket-Exhaust Manifold, Generator	6.26
2367	Clearance Light 1 wire red	8.09
2368	Clearance Light 1 wire amber	8.09
2429	Plate-Breather, Generator	9.22
2443	Harness-ISO Relay/Socket, 12V, 40/60A	13.10
2799	Kit-Filter, Fuel, Generator	14.97
2820	Gasket-Cylinder Head 1, Generator	12.81
2821	Gasket-Cylinder Head 2, Generator	12.55
2840	Filter-Oil, 5.5/7.0 Generator	11.29
3098	Filter-Air, 5.5 Generator	14.32
3549	Belt-Poly, Ribbed, Generator	23.42
3625	Alarm: Back Up	48.97
4091	Coil-Ignition, Generator, 30 in Lead	38.36
4092	Coil-Ignition, Generator, 21 in Lead	35.79

Item	Description	Price
4285	Assembly-Brush Block, Generator	40.92
4294	Switch-Rocker, Start/Stop, 5.5 Generator	40.59
4450	Switch-Oil Pressure, Generator	76.74
4668	Switch-High Pressure, 100 PSI, Air Ride	54.70
4713	Assembly-Tensioner Arm/Pulley, Generator	58.85
5217	Meter-Hour, Generator	94.03
5655	Light-Back-Up, LED, Round, Clear Lens	149.14
5927	Battery Charger: 30 Amp Inteli-Power 9100	165.38
5948	Starter-Electric, Generator	202.13
6085	Throttle Body-EFI, Generator	305.64
6376	Muffler-Exhaust, Generator	448.42
6583	Assembly-Rotor, Green Generator	492.50
6617	Stator-5.5 Generator (Green)	1,118.30
6885	Control Board-Circuit, Generator	795.28
7503	Latch-Rotary, Left Hand	14.20
7504	Latch-Rotary, Right Hand	13.93
7540	Door Grabber-Chrome, w/Gaskets	29.14
7654	Horn-Air, Chrome, 10 in	246.40
7655	Horn-Air, Chrome, 12 in	250.89
7678	Compressor-12V, 1.5 CFM, Air Horn	548.80
7678	Compressor 12 VDC 1.15 CFM	548.80
8013	Nut-Lock, Nylon Insert, SS, 1/4-20	0.13
8066	Screw-Pan Phil., SS, 1/4-20 x 5/8 in	0.21
8573	Switch-Rocker, SPST, On-None-Off, Lit x1	8.47
8580	Fuse-MEGA, Bolt-On, 125A	8.30
8581	Fuse-MEGA, Bolt-On, 150A	9.74
8607	Switch-Rocker, DPDT, On-Off-On, WHT	17.60
8643	Switch-Rocker, DPDT, (On)-Off-(On), WHT	12.94

ltem	Description	Price
8857	Solenoid-SPST-NO, Cont. Duty, 12V, 85A	39.31
8865	Relay-SPST, High Current, 12V, 75A	39.29
8938	Gauge-Fuel, 90 Ohm	53.97
9040	Medical Isolator	56.36
9122	Solenoid-SPDT, Cont. Duty, 12V, 100A	109.77
9153	Strap-Rebound, 1 x 8.25 in	73.78
9313	Valve-Height Control, Granning	121.36
9566	Air Spring-1T14C6, Air-Ride Chevy	292.13
9677	Compressor-12V, 1/3 HP, Air Ride	884.05
9936	Dump Valve-Air Suspension	113.45
10045	Valve-Drain, Heated, 12V 5A	178.45
10349	Contact Kit: Electric Locks	41.27
10351	Relay: Keyless Entry	92.23
10541	Stud-Ball, 10mm, Zinc Finish	0.95
10776	Cam Lock-5/8 in, LS300, w/2 Keys	12.77
11106	Pulley-5 in, Generator	79.31
11107	5.5 Door Latch	19.90
11167	Fitting-5/16 Female x 5/16 Fuel Straight	3.68
11168	Fitting-5/16 Male x 5/16 Fuel Straight	1.79
11316	Latch-Paddle, 545 Key, Slotted Holes	30.26
11586	Harness-Engine, Green Generator	230.15
11692	Clamp-Hose/Ear, SS, 13.2 to 15.7mm	0.84
11725	Bulb-Halogen Light, Screw Base, 250W	10.29
11841	Belt-Seat, Floppy Buckle, Black, 8 in	9.77
11846	Speaker: AS 124	244.86
11849	Siren: 200 watt self contained	327.83
11999	Switch SP/ST Momentary on/off/on	9.35
12188	Shock-Gas, Metal End, 11.3 in	37.70

Item	Description	Price
12234	Flap Seal-Black Rubber .65 in x 1.25 in	1.62
12701	Coupling-Fly Wheel Pulley, Generator	43.50
13207	Cladding-Bumper Strip, Tread Brite	9.45
13208	Bumper-Rear, Center Step	271.95
13263	Bumper Endcap-Driver, Bengal Silver	200.19
13264	Bumper Endcap-Passenger, Bengal Silver	206.20
13767	Thermostat-SMXIII, Digital Display, BLK	93.92
14949	M6 LED Amber with clear lens	202.84
14951	M6 LED Clear with clear lens	203.01
14952	M6 LED Red with clear lens	203.01
14954	M6 LED Blue with clear lens	203.01
14956	M6 light flange	16.19
14965	Rear Camera	287.70
15465	M9 Flange	26.02
15674	Shore Power-Locking, NEMA 5/30A, WHT	147.02
17194	O-Ring-Oil Fill Cap, Generator	4.92
17306	M6 Super LED load light	358.74
17556	Light-Indicator, w/Resistor, LED, Red	10.40
17969	Organizer: Acrylic, Small	241.50
18140	Housing-Dual Pioneer Floodlight, Chrome	421.91
18906	Braided Hose with Check Valve	23.02
18994	Bracket-Hat, 10mm Ball Stud	5.63
19300	Power Adapter DC power	167.92
19434	Control Board-Truck Power, AC	136.58
19524	Manifold-Exhaust, Generator	254.87
19964	M6 Brake/Tail/Turn	155.11
20245	Air gauge 200 psi	19.72
20400	License Plate Holder	25.41

Item	Description	Price
20496	Fan-Condenser, 12 in, AC	220.95
20674	Boot Rubber-Dodge, Prepped and Glued	47.25
20778	Outlet O2 single	111.25
21052	Light-Indicator, w/Resistor, LED, Green	9.14
21656	Power Supply-Industrial, AC/DC 12V 500W	1,587.60
22206	M9 Red/Blue with clear lens	349.29
22607	M4 Blue with clear lens	175.92
22791	Meter-Hour, Digital	42.04
23071	Buzzer with Whoop Tone	28.35
23141	Trim-Corner Cap, Roof	48.30
23407	Helashrink-Heat Shrink for Power Supply	16.80
23435	Screw-Tek, Pan Phil., SS, 10-16 x 1 in	0.25
24422	Generator-Commercial QG EFI 5.5, Prepped	4,725.00
24440	Harness-Engine, White Generator	235.11
20875	Air Conditioner Self Contained	3,570.00
24597	Window-Vertical, Dark Gray, Black Frame	196.52
24893	Control Board-Generator, EFI	637.04
24976	Latch-Paddle, Back to Back, J236 Lock	132.15
25106	Relay-SPDT Bracket, 12V, 20/40A	6.20
25147	Light-Stop/Tail/Turn, 12V, Round, Red	40.07
25428	Assembly-Door, White, Generator	197.98
25458	Supernova brake/tail/turn red 3"	13.92
25459	Supernova back up clear 3"	36.12
26069	Screw-Pan Phil., SS, M4 x 10mm	0.08
26222	Realy 5 pin	31.44
26444	Pump-Fuel, Inline, External, 155 LPH	159.60
26494	Harness-Remote Pump, 15 ft, Generator	91.33
26666	Fitting-Branch Y, 1/4 in OD x 1/4 in NPT	16.76

Item	Description	Price
26805	Harness-Lambda Power Supply	90.52
26886	Connector-TL, 30A 125V 2P, BLK/WHT	48.22
26886	Connector 30 amp Female	48.22
26991	Filter-Fuel, In-Line, 5/16 in	33.58
26999	Plug 30 amp male	19.61
27023	Actuator compartment doors	50.30
27171	Actuator Kit, Cleveland Latches	50.55
27286	Fitting-Inline Fuel Pump, Bundy, 5/16 in	12.45
27426	Light: compartment	28.35
28121	Swich postive lead magnetic 30 amp	88.20
28394	Light flex light pure white 24" leads 12" sec	21.00
28395	Light flex light pure white 24" leads 36" sec	51.09
28396	Light flex light pure white 24" leads 43" sec	62.14
28397	Light flex light pure white 24" leads 55" sec	78.27
29232	Cushion-Seat, Squad Bench Short, Magnets	173.25
30481	Inlet-DSN Shore Power, 30A, 125V, Poly	153.68
30481	Shore Power inlet Meltric	153.68
30488	Handle-DSN Shore Power Inlet, Nylon	39.90
30507	Receptacle-DSN Shore Power 30A 125V Poly	319.58
30512	Cap-DSN Shore Power Inlet, Spring-Loaded	268.80
30513	Plate-Adapter, DSN Shore Power Retro-Fit	71.90
30777	Bracket-Door Shock Mount	14.70
31325	Vacuum Pump 12 VDC	355.09
31943	Rod-Connector, EMC Actuator	11.80
31944	Rod-Connector w/Eye, .188 in	3.51
EXT-Warr	AC Warranty	500.00

Attachment C – Insurance and Bond Requirements

Section 5. (A) and (B) are null for this Service Agreement.

Attachment D: Warranty Requirements

Standard new part warranty shall apply.