

# **COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into SAMES BASTROP FORD, INC. ("Vendor") and the City of Burleson, by and between ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized purchase pursuant the Agreement to goods or services to between TĪPS Cooperative Purchasing ("Cooperative Entity") and Vendor, the , as amended, (the "Agreement") with an expiration date Contract No. 240901 11/30/2027 of .

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

# FOUR (4) VEHICLES AS OUTLINED IN ATTACHMENTS A & B.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

**Purchase Price** - Payments under this Customer Agreement are in the amount of THREE HUNDRED THIRTY-NINE THOUSAND, FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$339,517.00) ("Purchase Price").

**Term** - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract - The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

**Supply** / As Needed Contract- The Term shall be effective as of October 1<sup>st</sup> and shall expire on September 30<sup>th</sup> at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

*Multi-Year Contract*-The Term shall be for one (1) year(s) expiring on

This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

**Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional

terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the <u>21ST</u> day of <u>JULY</u> 20 <u>25</u>.

CITY OF BURLESON

Ву:	
Name:	
Title: _	
Date: _	

VENDOBigneSAMES BASTROP FORD, INC.			
Name	Fanny Mata		
Title:	GOVERNMENT ACCOUNTS MANAGER		
Date:_	7/8/2025		

**QUOTE** THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



QUOTE#: SAG972 DATE: 07/01/2025 EXPIRES: 08/01/2025

# QUOTE FROM:

Sames Bastrop Ford 1115 SH 71 Bastrop, TX 78602 QUOTE GENERATED BY: Crystal Dennis OUTSIDE SALES MANAGER: TREVOR COLLINS | 956-770-2965 | TCOLLINS@SAMES.NET INSIDE SALES MANAGER: CRYSTAL DENNIS | CDENNIS@SAMES.NET EMAIL: <u>QUOTES@SAMES.NET</u>

### VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford F-250 Crew Cab 4x4 160 in. Wheelbase - XL W2B	TIPS 240901	RACE RED	3	\$52251.00	\$156,753.00
<b>DESCRIPTION:</b> W2B 2026 Ford Super Duty F-	250 SRW XL 4WD Crew Cab (	5.75' Box			
<b>OPTIONS   UPGRADE</b>					
DESCRIPTION			QUANTITY	PRICE	TOTAL
PQ Race Red 99A Engine: 6.8L 2V DEVCT NA PFI V8 Gas 44F Transmission: TorqShift-G 10-Speed Automatic 600A Order Code 600A X37 3.73 Axle Ratio 64A Wheels: 17" Argent Painted Steel					

**QUOTE FOR:** 

City of Burleson

64A Wheels: 17" Argent Painted Steel TD8 Tires: LT245/75Rx17E BSW A/S AS Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

## UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANT	TTY PRICE	TOTAL
MARSHALL STUFF 1604		3	\$32086.00	\$96,258.00

#### **DESCRIPTION:**

PLASTIX PLUS FULL SIZE CONSOLE HAVIS MOTOROLA APX7500 FACE PLATE HAVIS FACEPLATE FOR WHELEN CENCOM CCTL7 HEAD MAGNETIC MIC KIT RAM MNT TAB-LOCK IPAD RAM MNT 2.5" BASE & C-ARM WHELEN 54" LEGACY DUO WCX CLEAR LENS **RW BW FRONT RA BA REAR** WHELEN 2 X GW 2 X GA LED MODULES CENCOM CORE WCX CONTROLLER WCX 21 BUTTON/SLIDE CONTOL HEAD **100 WATT SPEAKER** LIGHTBAR STRAP KIT **OBD II CANPORT KIT** LOW FREQ SIREN AMP HOWLER BRACKET F250 VEHICLE TO VEHICLE SYNC MODULE EXTERNAL SIREN AMP 100 WATT SPEAKER WCX 16 OUTPUT EXPANSION MODULE 3" ROUND SPLIT R/W COMPARTMENT LIGHT-FRT CAB ION T-SERIES RBW 6 GRILL, 10 SIDES, 4 REAR TION WEDGE KIT-SIDE TOPPER LIGHTS ION T-SERIES RBA – REAR UPPER TOPPER RANCH HAND LEGEND GRILL GUARD 6" FLAT RUNNING BOARDS-BLACK STREAMLIGHT SURVIVOR-ORANGE ANTENNA PLUS MULTI BAND ANTENNA KUSSMAUL AUTO CHARGE 11 KUSSMAUL SUPER 20 AUTO EJECT MOTOROLA APX8500 LOW PROFILE ANTENNA WITH QMA GPS & 5G/4G/WIFI 2-IN-1 ANTENNA FOR MOTOROLA

MOTOROLA POWER CABLE TO BATTERY M(Docusign Envelope ID: 02190C56-8E52-4DE8-AC4E-0544ACCB7BF1 MGTOROLA CUNTROL HEAD FOWER WIKE MOTOROLA MID POWER ASSY KIT DCU COMMERCIAL ALUM TOPPER, BACK-UP CAMERA RELOCATION KIT, PAINT TO MATCH, FULL LENGTH SIDE DOORS WITH BOX, HATCHBACK REAR DOOR, LED DOME LIGHT EACH DOOR WITH PROP SWITCH BURLESON FD GRAPHICS PACKAGE WINDOW TINT

# TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#		TOTAL
			-
			-
		TRANSPORT	\$1,200.00
		GRAND TOTAL	\$254,211.00

### **TERMS AND CONDITIONS:**

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE. **QUOTE** THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



QUOTE#: SAG977 DATE: 07/01/2025 EXPIRES: 08/01/2025

# QUOTE FROM:

Sames Bastrop Ford 1115 SH 71 Bastrop, TX 78602 QUOTE GENERATED BY: Crystal Dennis OUTSIDE SALES MANAGER: TREVOR COLLINS | 956-770-2965 | TCOLLINS@SAMES.NET INSIDE SALES MANAGER: CRYSTAL DENNIS | CDENNIS@SAMES.NET EMAIL: <u>QUOTES@SAMES.NET</u>

### VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford F-350 Super Duty Crew Cab 4x4 SRW 176 in. Wheelbase - SRW XL W3B	TIPS 240901	RACE RED	1	\$52820.00	\$52,820.00
<b>DESCRIPTION:</b> W3B 2026 Ford Super Duty F-3	350 SRW XL 4WD Crew Cab 8	3' Box			
<b>OPTIONS   UPGRADE</b>					
DESCRIPTION			QUANTITY	PRICE	TOTAL
PQ Race Red 99A Engine: 6.8L 2V DEVCT I 44F Transmission: TorqShift-G 610A Order Code 610A X37 3.73 Axle Ratio 64A Wheels: 17" Argent Painte	10-Speed Automatic				\$0.00

**QUOTE FOR:** 

City of Burleson

TD8 Tires: LT245/75Rx17E BSW A/S (4) AS Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

### UPFITTER INFORMATION

QUOTE#	CONTRACT #	QU	JANTITY	PRICE	TOTAL
MARSHALL STUFF 1604		1		\$32086.00	\$32,086.00

#### **DESCRIPTION:**

PLASTIX PLUS FULL SIZE CONSOLE HAVIS MOTOROLA APX7500 FACE PLATE HAVIS FACEPLATE FOR WHELEN CENCOM CCTL7 HEAD MAGNETIC MIC KIT RAM MNT TAB-LOCK IPAD RAM MNT 2.5" BASE & C-ARM WHELEN 54" LEGACY DUO WCX CLEAR LENS **RW BW FRONT RA BA REAR** WHELEN 2 X GW 2 X GA LED MODULES CENCOM CORE WCX CONTROLLER WCX 21 BUTTON/SLIDE CONTOL HEAD **100 WATT SPEAKER** LIGHTBAR STRAP KIT **OBD II CANPORT KIT** LOW FREQ SIREN AMP HOWLER BRACKET F250 VEHICLE TO VEHICLE SYNC MODULE EXTERNAL SIREN AMP **100 WATT SPEAKER** WCX 16 OUTPUT EXPANSION MODULE 3" ROUND SPLIT R/W COMPARTMENT LIGHT-FRT CAB ION T-SERIES RBW 6 GRILL, 10 SIDES, 4 REAR TION WEDGE KIT-SIDE TOPPER LIGHTS ION T-SERIES RBA – REAR UPPER TOPPER RANCH HAND LEGEND GRILL GUARD 6" FLAT RUNNING BOARDS-BLACK STREAMLIGHT SURVIVOR-ORANGE ANTENNA PLUS MULTI BAND ANTENNA KUSSMAUL AUTO CHARGE 11 KUSSMAUL SUPER 20 AUTO EJECT MOTOROLA APX8500 LOW PROFILE ANTENNA WITH QMA GPS & 5G/4G/WIFI 2-IN-1 ANTENNA FOR MOTOROLA

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# TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#		TOTAL
			-
			-
		TRANSPORT	\$400.00
		GRAND TOTAL	\$85,306.00

### **TERMS AND CONDITIONS:**

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.