

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into GODDARD ENTERPRISES by and between ("Vendor") and the City of Burleson, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized purchase goods services pursuant the Agreement to or to between CITY OF DENTON Cooperative Purchasing ("Cooperative Entity") and Vendor, the , as amended, (the "Agreement") with an expiration date Contract No. **RFP 7728** of 08/17/2026 .

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

ATTACHMENT A

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 Agreement necessary to determine compliance herewith, at no additional cost to the 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 <u>Three Hundred Forty-Five Thousand, Eight Hundred Eighty-Two Dollars and Thirty-Five</u> <u>Cents</u>("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 1st and shall expire on September 30th 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 <u>9/30/2026</u>.

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 ______ day of ______ 20___.

CITY OF BURLESON	VENDOR GODDARD ENTERPRISES
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT A



Prepared for Burleson, Texas To Joe Laster Email jlaster@burlesontx.com

Prepared by Andy Goddard Joe Goddard Enterprises Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034 Phone 405-830-9057 Website www.goddardenterprises.net

Quote Number 833 Date April 29, 2024 Expiry Date February 28, 2025

Burleson, Texas - 8 New Federal Signal 2001 Sirens. Annual Maintenance for Fiscal Year 2024-2025

Denton ILA Pricing

The terms and conditions of this quote will be governed by the interlocal agreement between Burleson and Denton, Contract #7728 Outdoor Warning Siren Maintenance and Service Denton, Texas.

CommanderOne-S & ComanderOne-M (Per Quote) CommanderOne Standard with Messaging	3,750.00 x 1
CommanderOne® is the latest innovation that allows you to connect with your most critical asset anytime, anyplace. The CommanderOne cloud-based platform enables you to control your warning sirens from any desktop or mobile device. Works with one way and two way siren systems. AccuWeather Patented Map-based Weather Alerting and Polygon Activation Technology allows for custom automatic activations. CommanderOne mobile app provides ease of activation from any smartphone or web-enabled device.	3,750.00

ByteSpeed PC ByteSpeed PC

Performance Computer. Designed for CommanderOne Siren System. Processor: Intel i5 Memory: 8gb SSD Accessory: USB to Serial connection License: Windows 10 Pro (Optional upgrade to Windows 11 Pro) Peripherals: 21" HD Monitor, Wireless wireless keyboard and mouse.



SS2000+ SS2000+ Encoder	4,088.91 x 1
The SS2000+ controller is the most advanced stand-alone control unit. The SS2000+ interfaces to an analog or digital radio system to provide control of sirens or giant voice systems. The SS2000+ has 24 programmable activation hotkeys and 20 contact closure inputs for interfacing with remote control systems. The hotkeys can provide specific types of warnings or test activations. Hotkeys are now accessible from a new web interface commonly used in dispatch centers. The new web interface can provide improved redundancy allowing multiple points of access to a single SS2000+ unit. Available in a desktop and rack mount console.	4,088.91
Rack Standard rack for mounting all acto ruin equipment, radio and power supplies.	135.00 x 1 135.00
Rack Power Supply	354.85 × 1 354.85

Siren Tech II (Journeyman) Goddard Enterprises to provide a technician to configure Commander on premise, CommanderOne. Preform system optimization Train users on Commander & CommanderOne Install all activation equipment. Reuse existing antenna coax from previous system.	120.00 x 31 3,720.00
2001-130 2001-130 High Powered Outdoor Siren The Federal Signal 2001-130 siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.	9,296.64 × 8 74,373.12
DCFCTDBU Two Way Siren Controller	8,186.85 x 8
Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified	65,494.80
OMNI-BVH-35 Two-Way Antenna Kit 150-168 Mhz OMNI-B series antennas can be used with all Federal Signal radio controlled siren products. The robust low profile design can withstand high heat wind loads and harsh environments. Each model covers a broad range of frequencies without tuning.	414.84 x 8 3,318.72

PVS240w-48 Federal signal 48 volt solar kit Federal signal solar panel set with mounting hardware. 240 watt 48 volt DC	3,538.94 × 8 28,311.52
AMB-P Antenna Mounting Bracket Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.	138.40 × 8 1,107.20
Steel Pole 50ft direct bury steel pole, Valmont brand, Federal Signal Siren configuration.	7,071.00 x 8 56,568.00
M24AGM AC Delco Group 24 AGM AGM, Deep Cycle, 12 V, 625 Cranking Amps, Top Terminals, BCI M24 Group,	255.71 x 32 8,182.72
Shipping & Handling Shipping & Handling	1,302.63 × 8 10,421.04

Labor & Services

Professional Installation of (8)-New Federal Signal Sirens

All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises.
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Removal **Remove and Disposal of Old Equipment**

Goddard Enterprises will remove and dispose of customers old equipment.

Price Adjustment Clause

This Quotes pricing will be valid for 90 days. If quote expires the pricing for equipment will be adjusted 5% due to the increase in equipment costs from factory.

Annual Maintenance for Fiscal Year 2025-2026

Preventative Maintenance	600.00 x 16
Warning systems are public safety infrastructure, and the reliability of these systems is of utmost importance. This is why Joe Goddard Enterprises recommends proactive preventative maintenance, inspection and service of your outdoor sirens and controllers.	9,600.00
 The quoted service includes: A full inspection of all siren components and includes minor repairs if necessary. Work will be performed by trained technicians. Staff time, travel, lodging, pole & base station assessments Recommendations will be made for future maintenance. The inspection provides documentation that your system is up to factory specification. 	
<list-item> Mandatory Tasks Inspection of all electrical and mechanical connections. Minor repairs or recommended corrective action plan included. Check of radio modulation FSK/DTMF levels. Check of radio frequency alignment using radio service monitor. Perform speaker driver inspection and verify power output of amplifiers. Verify operation of all control board or circuits. Verify proper voltages are present. Check charger(s) for proper voltage. Battery inspection for age, voltage, and possible replacement (cost of battery replacement not included) Check/verify wiring and fuses for all circuits. Verify antenna connector integrity and mounting. Clean debris from cabinets. Verify intrusion switch is operating and repair as required. Inspect Siren installation for vertical orientation; will recommend corrective action if required. Porvide inspection report on all sirens. </list-item>	
Annual Maintenance Base Station	200.00
Annual inspection of base station and computer	× 1 200.00

Continuous Care Annual care and repair Repair services for the fiscal year 2025/2026 This includes use of bucket trucks and service equipment Note: All parts and batteries will be billed separately. This does not cover relocation of sites, damage from vandalism or natural disasters.	225.00 x 16 3,600.00
CommanderOne S&M First Renewal 2025-2026 CommanderOne S&M Renewal will be \$3500.00 for the first year.	3,500.00 × 1 3,500.00

CommanderOne S&M Second Renewal 2026-2027

CommanderOne S&M Renewal will be \$3675.00 for the second year. Increase of 5% from first year

CommanderOne S&M Third Renewal 2027-2028

CommanderOne S&M Renewal will be \$3858.00 for the third year. Increase of 5% from second year

Total

\$345,882.35

Terms & Conditions

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Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

Federal Signal Warranty 2024

Outdoor Warning Products: 5 years parts and factory labor from date of delivery, return to factory for service. This includes: 2001-130, 508-128, Equinox, Eclipse8, Modulator and DSA series.

Controllers: 2 years parts and labor from date of delivery, return to factory for service This includes: SS2000+ Console, Siren DC Controllers, UV, UVRI, UVIC Controllers.

Warranty does not cover the cost of return or service call labor for issues outside of Goddard Enterprises control.