

**CITY OF HUTCHINS
RESOLUTION NO. R2024-02-1168**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE THREE NEW 2023 FORD INTERCEPTOR VEHICLES FROM SILSBEE FORD LOCATED IN SILSBEE, TEXAS, AT THE QUOTED BID PRICE OF \$138,097.75 FOR THE HUTCHINS POLICE DEPARTMENT UTILIZING BUY BOARD OF TEXAS; APPROVING THE PURCHASE OF ADD-ON EQUIPMENT FOR THE THREE (3) VEHICLES IN THE AMOUNT OF \$140,820.99; FOR A TOTAL PURCHASE EXPENDITURE OF \$278,918.74; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 791.001 authorizes members of the Local Government Purchasing Cooperative to utilize Buy Board in order to comply with State bidding requirements; and

WHEREAS, the City of Hutchins is a member of the Local Government Purchasing Cooperative; and

WHEREAS, the City has obtained a quote from Silsbee Ford located in Silsbee, Texas, utilizing Buy Board for the purchase of the three (3) Ford Interceptor Vehicles; and

WHEREAS, the bid quote from Silsbee Ford establishes the total price to purchase the three (3) Ford Interceptor Vehicles at \$138,097.75, and

WHEREAS, the City has obtained quotes from the following vendors for the purchase of add-on equipment for the three (3) Ford Interceptor Vehicles:

Baxter I.T. Consulting Services (In Vehicle Computer Equipment)	\$ 21,881.13
Kustom Signals, Inc. (Dual Directional Kit Brand Antennas)	\$ 5,052.69
Motorola (In Vehicle Video Equipment)	\$ 44,640.00
Maltech (Supply and Install Emergency Equipment)	\$ 69,247.17
Total Purchase Price Add-On Equipment	\$140,820.99

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to authorize the City Administrator to purchase the three Ford Interceptor Vehicles for the above bid utilizing Buy Board of Texas contract pricing as detailed in the attached quotes attached hereto as Exhibit "A" and for the purchase of the add-on equipment as detailed in the attached Exhibit "B."

NOW THEREFORE BE IT ORDAINED THAT THE CITY COUNCIL OF THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS:

SECTION 1. That the City Council of the City of Hutchins, Texas hereby authorizes the City Administrator to purchase the three Ford Interceptor Vehicles for the quoted price of \$138,097.75, and the add-on equipment for the three vehicles for the total cost of \$140,820.99, for a total expenditure of \$278,918.74.

SECTION 2. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 5th day of February 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(01-18-2024:4884-1437-1998, v. 1)

EXHIBIT "A"
Buy Board #724-23
Three Ford Interceptor Vehicles

BUYBOARD #724-23
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT

VENDOR: SILSBEE FORD
 1211 U.S. HWY 96N
 SILSBEE, TX 77656

End User: CITY OF HUTCHINS Silsbee Rep: RICK BROWN 409.659.1555
 Contact: STEVE PERRY 972.225.2225 Phone/email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Phone/email: SPERRY@CITYOFHUTCHINS.ORG Date: Friday, December 15, 2023
 Product Description: FORD INTERCEPTOR

A. Bid Series: 106 \$ 45,616.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	2023 FORD INTERCEPTOR UTILITY	\$ -		EXTERIOR - BLACK	\$ -
	3.3L GAS	\$ -	96	INTERIOR - BLACK	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -	55F	KEYLESS ENTRY	\$ 340.00
	AM / FM / BLUETOOTH	\$ -	61B	OBD-II SPLIT CONNECTOR	\$ 55.00
17A	AUX CLIMATE CONTROL	\$ 610.00			
51R	DRIVERS SIDE LED SPOTLIGHT	\$ 395.00			
60A	GRILL WIRING / LAMP / SIREN / SPEAKER	\$ 50.00			
	FRONT LAMP HOUSING	\$ -			
86T	REAR LAMP HOUSING	\$ 60.00			
Total of B. Published Options:					\$ 1,510.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

I. Contract Price Adjustment: 2024 FLEET/ GAS DISCOUNT \$ (1,610.00)

J. Additional Delivery Charge: 219 miles \$ 383.25

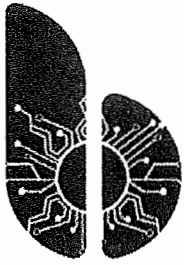
K. Subtotal: \$ 45,899.25

L. Quantity Ordered 3 x K = \$ 137,697.75

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ 400.00

O. **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** **\$ 138,097.75**



Baxter I.T. Consulting Services
 372 TOWN PLACE
 FAIRVIEW, TX 750691958
 (214) 383-8011
 wbaxter@baxterit.com
 www.baxterit.com

Estimate

ADDRESS

City of Hutchins
 321 N. Main
 Hutchins, TX. 75141

ESTIMATE #	DATE
2467	12/08/2023

DESCRIPTION	QTY	PRICE	TOTAL
Panasonic Toughbook 55 Mk2, Intel Core i5-1145G7 (up to 4.4GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard. Windows 10	3	3,372.20	10,116.60
Cradle for Panasonic's CF-54/55 Laptop	3	454.99	1,364.97
DC Adapter 120-Watt Vehicle Adapter for All Toughbooks and ToughPads	3	219.99	659.97
Cradlepoint IBR900-1200M with 1yr NetCloud Advanced	3	1,544.40	4,633.20
AG95 5-Lead 2xCELL 2xWiFi GPS-BB Antenna - Black	3	407.50	1,222.50
Brother Rugged Jet Printer	3	933.69	2,801.07
Brother Rugged Jet Cradle	3	227.50	682.50
Brother Rugged Jet Hard Wire Kit and USB	3	58.44	175.32
Shipping	1	225.00	225.00

SUBTOTAL 21,881.13
 TAX 0.00
TOTAL \$21,881.13

Accepted By

Accepted Date

EXHIBIT "B"
Invoices for Add-On Equipment

Quote Number 00009133



Prepared By Jenny Coughenour
Phone (913) 428-3280
Fax (913) 492-1703
Email jcoughenour@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214
United States
Created Date 12/14/2023
Expiration Date 3/14/2024

Quote To:

Name Lieutenant BENNY PUCKETT
Bill To Name HUTCHINS POLICE DEPT
Bill To PO BOX 500 -CITY HALL
HUTCHINS, TX 75141-0500
USA

Ship To Name HUTCHINS POLICE DEPT
Ship To 550 West Palestine Street
Hutchins, TX 75141
United States

Table with 5 columns: Product Code, Quantity, Product Description, Sales Price, Total Price. Row 1: 833, 3.00, Raptor RP-1 Dual Directional K-Band Antennas with Same Direction and DuraTrak™, \$1,639.23, \$4,917.69

Totals

Summary table with 2 columns: Description, Amount. Rows: Subtotal (\$4,917.69), Shipping and Handling (\$135.00), Total Amount (\$5,052.69)

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

HGAC Contract EF04-21

27-Month Standard Warranty

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____

Quote Number 00009133



Prepared By Jenny Coughenour
Phone (913) 428-3280
Fax (913) 492-1703
Email jcoughenour@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214
United States
Created Date 12/14/2023
Expiration Date 3/14/2024

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

- 1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.
2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanate, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.
4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.
5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.
6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice, or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.
7. WARRANTY. Seller's warranty is provided separately.
8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

- 9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorney fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.
10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's list of prohibited end users, and the list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §760.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §760.25.
11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any, to are the exclusive statements of the parties with respect to the subject matter and supercedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement; waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
7652 Louder
Lenexa, KS 66219

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____

Billing Address:
 Hutchins PD
 205 W. HICKMAN
 P.O. BOX 500
 HUTCHINS, TX 75141
 US

Quote Date:12/19/2023
 Expiration Date:03/18/2024
 Quote Created By:
 Blake Galloway
 Regional Sales Manager
 Blake.Galloway@
 motorolasolutions.com
 214-551-2709

End Customer:
 HUTCHINS POLICE DEPT

Contract: Texas DIR-TSO-4101
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
Video as a Service							
1	WGB-0176AAS	0894	VIDEO EQUIPMENT, V300/ V700 WIFI BASE FOR M500 VAAS (\$5 PER MON)	3		Included	Included
2	AAS-BWC-WIF-DOC	0894	V300/V700 WIFI CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON)	3	5 YEAR	\$300.00	\$900.00
3	AAS-M5-3CAM-5YR	0899	M500 3-CAMERA IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A- SERVICE	3	5 YEAR	\$12,000.00	\$36,000.00
4	WGB-0701A	0899	M500 IN-CAR SYSTEM FR/ CABIN/REAR CAM*	3		Included	Included
5	WGW00502	0898	M500 EXTENDED WARRANTY	3	5 YEAR	Included	Included
6	WGB-0189A	0894	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	3		Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
7	WGP01394-001	0899	CBL, WIFI VHCL ANT MNT, NMO, 17'L	3		Included	Included
8	WGC02003-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS*	3	5 YEAR	Included	Included
9	WGC02002-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	3	5 YEAR	Included	Included
10	WGW00122-303	0914	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	3		\$0.00	\$0.00
Vigilant							
11	TT4149A	0693	1 Year of Commercial LPR Data (Tow Truck) included at No Cost	1		\$0.00	\$0.00
12	DDN3420A	0669	LPR Set Up and Training	1		\$0.00	\$0.00
13	DDN3421A	0693	5 Years of LPR Service	15		\$516.00	\$7,740.00
Grand Total						\$44,640.00(USD)	

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$15,120.00	\$0.00
Year 2 Subscription Fee	\$7,380.00	\$0.00
Year 3 Subscription Fee	\$7,380.00	\$0.00
Year 4 Subscription Fee	\$7,380.00	\$0.00
Year 5 Subscription Fee	\$7,380.00	\$0.00
Grand Total System Price	\$44,640.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

MAL Technologies Fleet
 1412 College St
 Sulphur Springs, TX 75482 US
 +1 9036628429
 accounts@maltechnologies.com



ADDRESS
 HUTCHINS POLICE DEPT
 205 W. HICKMAN ST
 HUTCHINS, TEXAS 75141 USA

SHIP TO
 HUTCHINS POLICE DEPT
 205 W. HICKMAN ST
 HUTCHINS, TEXAS 75141 USA

Estimate 3701

DATE 01/05/2024

EXPIRATION DATE 02/29/2024

MAL TECH REPRESENTATIVE
 Jay Sanders

REPRESENTATIVE EMAIL
 jay@maltechnologies.com

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
INNER EDGE	WHELEN INNER EDGE PACKAGE	1	3,015.90	3,015.90
C399	CENCOM CORE WCX CONTROLLER	1	0.00	0.00
CCTL7	CONTROL HEAD W/21 BUTTON, 4 POSITION SLIDE	1	0.00	0.00
C399K1	OBDII CANPort Installation Kit for C399 2020-2022 Ford Interceptor Utility used with Factory Option 61B	1		0:00
CEM16	WCANX 16 OUTPUT EXPANSION MODULE	1	0.00	0.00
CEM8	WECANX 8 OUTOUT EXPANSION MODULE	2	0.00	0.00
SA315U	SIREN SPEAKER	1		0.00
SAK1	WHELEN UNIVERSAL MOUNTING BRACKET	1		0.00
IONBKT1	ION LICENSE PLATE BRACKET	1		0.00
3SRCCDCR	Whelen R/W Compartment Light FOR OPEN HATCH W/SWITCH ON D PILLAR	1		0.00
CV2V	VEHICLE TO VEHICLE SYNC MODULE	1	0.00	0.00
I3JC	WHELEN R/B/W TRIO LED WITH WHITE OVERRIDE FOR PUSH BUMPER(4), PUSH BUMPER INTERSECTION BRACKET(2), LICENSE PLATE BRACKET(2)	8		0.00
5344T-4L61	ION 4 LIGHT INTERGRATED PUSH BUMPER	1	488.62	488.62
CG-X	CHARGE GUARD	1	91.00	91.00
GVPM4713-001	PIU DUAL HANDCUFF T RAIL GUNLOCK	1	543.51	543.51
SB38-000	STORAGE DRAWER	1	882.09	882.09
FER2020KIT	ESTES RISER KIT FOR STORAGE DRAWER MOUNT	1	203.38	203.38
5FPIU20PAR	Includes Sliding window cage, recessed panel & SCA transfer kit	1	899.25	899.25
5UF1911	2020 PIU PRISONER SEAT W/CARGO PARTITION	1	1,247.45	1,247.45
C-VS-1012-INUT	FORD PIU CONSOLE W/OEM CUTOUTS / NX5900, CCTL7	1	512.00	512.00

Please Make All Checks Payable To:
 MAL TECHNOLOGIES FLEET
 1412 College St.
 Sulphur Springs Tx, 75482

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
CUP2-1001	SELF ADJUSTING DUAL CUPHOLDER	1	56.98	56.98
C-ARM-102	SIDE MOUNT ARMREST	1	79.95	79.95
C-USB-3	USB-C AND USB TYPE A CHARGING PORT	1	84.20	84.20
I3JC	WHELEN R/B/W TRIO LED WITH WHITE OVERRIDE FOR QUARTER GLASS(2), UNDER MIRROR(2)	4	172.2025	688.81
I3SMJC	Whelen ION Trio RBW Surface Mt. FOR FORWARD MIRROR(2)	2	172.15	344.30
D8	8 MODULE DOMINATOR HOUSING	1	597.40	597.40
DR	RED LED FOR DOMINATOR	4	0.00	0.00
DB	BLUE LED FOR DOMINATOR	4	0.00	0.00
DBKT4	DOMINATOR "L" Angle Mounting Bracket Kit	2	23.10	46.20
WINDOW TINT	WINDOW TINT REAR HATCH, QUARTER AND REAR DOORS 5%	1	364.00	364.00
SO-EGTTE794H	OPTICOM	1	2,031.75	2,031.75
EQUIPMENT	NOPTIC THERMAL SPOTLIGHT MOUNTED ON SPOTLIGHT / JSX TECHNOLOGY NV3 PSV3000	1	3,900.00	3,900.00
C-MMSU-L	MAG MIC ON RISER	1	96.11	96.11
GRAPHICS	GRAPHICS	1	1,105.00	1,105.00
GRAPHICS LABOR	GRAPHICS LABOR	4	100.00	400.00
RPWS50	2020+ PIU PILLAR LED'S	1	1,221.39	1,221.39
OEIONR	RED ION FOR REAR SPOILER BRACKET	3	0.00	0.00
OEIONB	BLUE ION FOR REAR SPOILER BRACKET	3	0.00	0.00
SSFPOS	Solid-State, Headlight/Grille Light Flasher,	2	71.55	143.10
INSTALL KIT - 4	INSTALL KIT - 4	1	350.00	350.00
RADIO KIT	ANTENNA / COAX / CONNECTOR	1	90.00	90.00
SHOP LABOR	SHOP LABOR	30	100.00	3,000.00

By Signing this Estimate You Accept All Attached Terms And Conditions.
 SUPPLY AND INSTALL EMERGRNCY EQUIPMENT FOR 2023/24 PIU
 CUSTOMER WILL SUPPLY RADIO(NX5900) AND RADAR(RAPTOR)

SUBTOTAL 22,482.39
 TAX 0.00
 SHIPPING 600.00

TOTAL \$23,082.39

Accepted By

Accepted Date

Please Make All Checks Payable To:
 MAL TECHNOLOGIES FLEET
 1412 College St.
 Sulphur Springs Tx, 75482