5

SUBJECT: PIGGYBACK H-GAC BUY CONTRACT # AM10-20 AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

BID #: PSC-0312-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH SEPTEMBER 30, 2022

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the piggyback award with Ten-8 Fire & Safety, LLC in the amount of $1,287,250.00 for purchase of Five (5) Braun Rescues. Period of Service is October 1, 2022 through September 30, 2023. Total not to exceed expenditure amount is $5,222,992.00.

Funding Source – 51103.114001.564010.000000.00000500.00000 – to be executed by formal contract amendment (#10404-01) through the Office of General Counsel.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2023. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Attachments: Recommendation Memo, Vendor Quote and Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Corey Sidlo
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FINANCE AND ADMINSTRATION DEPARTMENT

FLEET MANAGEMENT DIVISION

Jacksonville

Where Florida Begins.

Date: September 12, 2022

To: Gregory Pease, Chief of Procurement Division

Thru: Cris Tongol, Fleet Management Administrator

From: David Hylazewski, Equipment Control Administrator DH

Re: Request approval to increase award for PSC-0312-21 Piggyback H-GAC Buy Contract AM10-20 Ambulances, EMS & other special services vehicles

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Fleet Management Division is requesting approval to increase award PSC-0312-21 to Ten-8 Fire & Safety, LLC. The increase is necessary to complete fire equipment purchases for FY23. Period of Service is October 1, 2022 through September 30,2023. Estimated amount of increase $1,287,250.00 for the purchase of Five (5) Braun Rescues. Total estimated expenditure amount not to exceed is $5,222,992.00.

Funding Source: 51103.114001.564010.000000.00000500.00000 to be encumbered by purchase order

2581 Commonwealth Ave. Jacksonville, FL 32254 Phone: 904.255-7499 Fax: 904.381.4607 www.coj.net

Ambulances, EMS, and Other Special Service Vehicles

Contract Information

Contract Number

AM10-20

Effective Dates

10/01/2020 - 09/30/2023

Contract Details

Ambulances; Light & Medium EMS/Rescue Vehicles, Mobile & Urban Command Vehicles; Mobile Command Centers. Many variations, options and accessories are available thru the HGACBuy contracts.

View Contacts **(/contracts/contact-information?contractid=106)**

View Documents **(/contracts/documents?contractid=106)**

Return to Products & Services **(/products-and-services?contractid=106)**

All Products

Search Products

Description	Code	Manufacturer	Price	Discount
10-75-FRV-10AE-FD Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package (/products-and-services/view-product?productid=28371)	AM20DDB10	10-75 Emergency Vehicles		

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-20	Date Prepared:	9/8/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Jacksonville Fire Resuce	Contractor:	Ten8 Fire Equipment
Contact Person:	Richard Reichard	Prepared By:	Eric Wilcox
Phone:	904-693-1445	Phone:	419-615-8839
Fax:		Fax:	
Email:	reichard@coj.net	Email:	ewilcox@ten8fire.com

Product Code:	AM20BA04	Description:	Braun Express Plus

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 206598

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See tab below			
		Subtotal From Additional Sheet(s):	36528
		Subtotal B:	36528

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See tab below			
		Subtotal From Additional Sheet(s):	20747
		Subtotal C:	20747

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	9%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	5	X Subtotal of A + B + C:	263873	=	Subtotal D:	1319365

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E:

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Multi unit discount	-32,115		
		Subtotal F:	-32115

Delivery Date:		**G. Total Purchase Price (D+E+F):**	1287250

IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 5830-3

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **September 8, 2022** ("Proposal Date") **Customer:** **Jacksonville Fire Rescue** ("Customer")

Customer Address: **214 N. Hogan St, Suite 800 Jacksonville, FL 32202**

Qty	Product Description & Options	Price
5	**Braun Express Plus on Chevy 3500HD 4x2 gas***	**$257,450**
	Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. **Total:	**$1,287,250**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **24** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: **Contingent upon receipt of chassis**

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Jacksonville Fire Rescue**

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: **Authorized Sales Representative**

Print: **Eric Wilcox**

Date: **9-8-22**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

   b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

   a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

10404-01
AMD #5

FIFTH AMENDMENT TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TEN-8 FIRE & SAFETY, LLC.
FOR
PURCHASE OF BRAUN RESCUE VEHICLES

THIS FIFTH AMENDMENT TO SERVICES CONTRACT is made and entered into this 20 day of January, 2022, by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the Constitution and the laws of the State of Florida (the "City"), and **TEN-8 FIRE & SAFETY, LLC**, a Florida limited liability company, f/k/a TEN-8 FIRE EQUIPMENT, INC., with its principal office at 2904 59th Avenue Drive East, Bradenton, Florida 34203 (the "Contractor").

WITNESSETH:

WHEREAS, on January 31, 2019, City and Contractor made and entered into City of Jacksonville Contract No. 10404-21 (the "Contract"); and

WHEREAS, said Contract has been amended four times previously; and

WHEREAS, said Contract should be amended further by providing additional funding in the amount of $2,589,860.00 for the purchase of thirteen (13) Braun Rescue Vehicles, thus increasing the maximum indebtedness by $2,589,860.00 to a new total maximum indebtedness not to exceed $3,935,742.00, with all other provisions, terms, and conditions remaining unchanged; now therefore

IN CONSIDERATION of the mutual covenants and agreements contained herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereby agree to amend said Contract as follows:

1. The recitals above are true and correct and are incorporated herein by this reference.

2. Section 3 of said Contract is amended by increasing the maximum indebtedness by $2,589,860.00 to a new total maximum indebtedness not to exceed $3,935,742.00, and as amended shall read as follows:

> "3. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Agreement shall be a fixed monetary amount not to exceed THREE MILLION NINE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED FORTY-TWO AND NO/100 DOLLARS ($3,935,742.00). The City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the day and year first above written.

ATTEST:

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

WITNESS:

By: Gladys B. Miranda

GLADYS B. MIRANDA
Type/Print Name

Corporate Secretary / Treasurer
Title

TEN-8 FIRE & SAFETY, LLC

By: _____

B. Keith Chapman
Type/Print Name

Its President / CEO

Encumbrance and funding information for internal City use:

Account Number:.....	51103.114001.564010.000000.00000500.00000.0000000
Amount.....	$2,589,860.00
Total Maximum Indebtedness	**$3,935,742.00.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement..

Director of Finance
Contract #10404-01, 5th Amendment

FORM APPROVED

James R. McCain Jr.
ASSISTANT GENERAL COUNSEL

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SUBJECT: PIGGYBACK H-GAC BUY CONTRACT # AM10-20 AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

BID #: PSC-0312-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH SEPTEMBER 30, 2022

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER: ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the piggyback award with Ten-8 Fire & Safety, LLC via the Houston-Galveston Area Council (H-GAC) Buy Contract AM10-20 Ambulances, EMS & Other Special Service Vehicles in the amount of $192,694.00 for the purchase of fire equipment through the period ending September 30, 2022. Total not to exceed expenditure amount is $1,345,882.00.

Funding Source -- 51103.114001.564010.000000.00000500.00000.0000000 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Quote and Previous Awards

ANALYST: _____ (Annette Burney) **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE 3/11/2021

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No 2019-02

SUBJECT: PIGGYBACK H-GAC BUY CONTRACT # AM10-20 AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

BID # PSC-0312-21 OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH SEPTEMBER 30, 2022

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER: ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Houston-Galveston Area Council (H-GAC) Buy Contract AM10-20 Ambulances, EMS & Other Special Service Vehicles from Ten-8 Fire Equipment, Inc via contract with Braun for the purchase of six (6) Braun Rescue Vehicles. Period of service is from date of award through September 30, 2022. Total not to exceed expenditure amount is $1,153,188.00.

Funding Source – 51103.114001.564010.000000.00000500.00000.0000000 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Contract, Vendor Quote and Pricing and Previous Awards

ANALYST: Annette Burney RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE 1/7/2021

OTHER:

ACTION OF AWARDING AUTHORITY DATE 1/7/2021

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019 02

SUBJECT: PIGGYBACK H-GAC BUY CONTRACT # AM10-20 AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

BID #: PSC-0312-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH SEPTEMBER 30, 2022

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the piggyback award with Ten-8 Fire & Safety, LLC via the Houston-Galveston Area Council (H-GAC) Buy Contract AM10-20 Ambulances, EMS & Other Special Service Vehicles in the amount of $2,589,860.00 for the purchase of thirteen (13) Braun Rescue Vehicles for the period ending September 30, 2022 Total not to exceed expenditure amount is $3,935,742.00

Funding Source – 51103.114001.564010.000000.00000500.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo and Previous Awards

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE 12/9/2021

Teresa L. Echols _____ OTHER: _____

Gilbert Lead _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 12-13-21

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No 2019-02