



CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between Sam Packs Five Star Ford ("Vendor") and the City of North Richland Hills, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the Buy Board ("Cooperative Entity") and Vendor, Contract No. 601-19, as amended, (the "Agreement") with an effective date of December 1, 2019. This Customer Agreement shall be governed by the terms and conditions of the Agreement, which is incorporated herein by reference and is available online at <https://app.buyboard.com/Shop/Products?term=601-19> or upon request from Vendor, and the attached Quote/Purchase Order No. n/a. The Agreement expires on November 30, 2021 Authorized Customer is eligible and desires to purchase **Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor** 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, Buy Board will only be responsible for services provided to the Buy Board and will not be responsible for payments for services provided to Authorized Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to Buy Board 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 under this Agreement. Further, Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, 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 therewith, 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. Payments under this Agreement shall not exceed \$ 724,196.00 ("Purchase Price") annually for 1 year(s) through 1 Notwithstanding any other provision in the Agreement, if the Purchase Price for goods or services under this Customer Agreement is \$3,000 or less, the Customer's liability shall be limited to the Purchase Price.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by Customer. This 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.

Authorized Customer has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this 25 day of October 2021.

Signature Page to Follow:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 SAM PACK'S FIVE STAR FORD
 CARROLLTON, TX United States

Certificate Number:
 2021-816312

Date Filed:
 10/25/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 CITY OF NORTH RICHLAND HILLS

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 601-19
 fleet vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

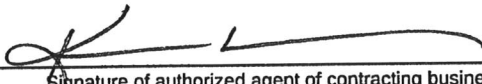
6 UNSWORN DECLARATION

My name is Kevin Moose, and my date of birth is 8/8/66.

My address is 1635 I Hwy 35E, Carrollton, TX, 75006, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22 day of Oct, 2021.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

Sam Pack's Five Star Ford
 1635 S. IH 35E Carrollton Texas, 75006
 (888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

BuyBoard - 601-19

End User: NRH

Sam Pack's Rep: KEVIN MOORE

Contact: ZANE RYAN

Date: 10.21.21

Contact TN/Email: ZRYAN@NRHTX.COM

Phone #

Product Description: NEW FORD TRANSIT T150 8 PASSENGER VAN (IT DEPT)

Interior and Exterior Color Code	SILVER
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A. Bid Line # 140 Base Price: **\$ 31,712.00**

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic	Included			
	Power Steering/Brakes	Included			
	Air Conditioning	Included			
	3.5L V6	Included			
	PALAZZO GRAY CLOTH	Included			
98F	FLEX FUEL	Included			
	CRUISE	\$ 325.00			
	REVERSE PARK AID	\$ 295.00			
K1C	MID ROOF	\$ 1,275.00			
	LANE KEEP ALERT	\$ 395.00			
Total of B. - Published Options					\$ 2,290.00

C. Dealer Published Options

Code	Description	Bid Price	Code	Description	Bid Price
68H	PASSENGER SIDE RUNNING BOARD	\$ 310.00			
Total of C. - Dealer Published Options					\$ 310.00

D. Off Menu Options

Code	Description	Bid Price	Code	Description	Bid Price	
ESP	5YR 100K ZERO DEDUCTIBLE ESP	\$2,795.00				
Off Menu Options limited to 25% of Published Price Current % <u>8.15%</u>					Total of D. - Off Menu Options	\$2,795.00
	Delivery Charges	<u>15 Miles @ \$1.49/mile</u>			\$ 22.35	
	Floorplan Expense	<u>15 Days</u>		\$5.57 Per Diem	\$ 83.49	
	Lot Insurance Expense	<u>15 Days</u>		\$5.57 Per Diem	\$ 83.49	
	Manufacturer Delivery Fee				\$ 1,695.00	
				Total Each	\$ 38,991.33	
	Quantity Ordered <u>1</u> X F =				\$ 38,991.33	
	Administrative Fee				\$ 400.00	
	Trade In Allowance - Non-Equipment debits and credits				\$ -	
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE					\$39,391.33	

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner- Austin Moore

BuyBoard - 601-19

End User: NRH

Sam Pack's Rep: KEVIN MOORE

Contact: ZANE RYAN

Date: 10.26.21

Contact TN/Email _____ Phone # _____

Product Description: NEW FORD EXPLORER BASE (ADMIND) FIRE

Interior and Exterior Color Code	LK DARK BLUE
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A. Bid Line # 116 Base Price: **\$ 27,700.00**

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
446	AUTO TRANS	INCLUDED	17T	RED/WHITE DOME LAMP	INCLUDED
	POWER GROUP	INCLUDED			
	CRUISE	INCLUDED	55F	KEY LESS ENTRY	INCLUDED
	STATE INSPECTION FEE	INCLUDED	16D	BADGE DELETE	N/C
	HYBRID ENGINE	INCLUDED	18D	GBL LOC/ UN LOC	N/C
	REAR VIEW CAMERA IN MIRROR	INCLUDED			
	100A EQUIPMENT GROUP	INCLUDED	942	DAYTIME RUNNING LIGHTS	INCLUDED
			153	FRT LIC PLATE BRACKET	N/C
	SYNC	INCLUDED			
	CARPET FLOORING	INCLUDED			
	K8A INTERCEPTOR UPGRADE AWD	\$ 4,984.00			
17A	AUX A/C	INCLUDED			

Total of B. - Published Options **\$ 4,984.00**

C. Dealer Published Options

Code	Description	Bid Price	Code	Description	Bid Price
67V	ULTIMATE WIRING KIT	\$ 185.00		ROOF RACK	\$ 1,575.00
18X	100 WATT SIREN	\$ 315.00	593	ANTI THEFT ALARM	\$ 120.00
21L	FRONT AUX LIGHTS	\$ 550.00	76R	REVERSE SENSING	\$ 275.00
64E	ALUMINUM WHEELS	\$ 475.00	61B	OBD II SPLITTER	\$ 60.00
61R	STEERING WHEEL CONTROLLS	INCLUDED	60R	NOISE SUPPRESSION BONDS	\$ 100.00
55B	BLIND SPOT	\$ 545.00	63L	QUARTER GLASS LIGHTS	\$ 575.00
66A	FRONT HEAD LAMP SOLUTION	\$ 895.00	66B	TAIL LAMP PKG	\$ 430.00
65U	INTERIOR UPGRADE	\$ 390.00	66C	REAR LIGHT PKG	\$ 455.00
47A	ENGINE IDLE	\$ 260.00			
92G	E MARKED SOLAR	\$ 120.00			
43D	DARK CAR	\$ 20.00			

Total of C. - Dealer Published Options **\$ 7,345.00**

D. Off Menu Options

Code	Description	Bid Price	Code	Description	Bid Price
	5YR 100K ESP WARRANTY 0 DEDUCT	\$2,795.00			

Off Menu Options limited to 25% of Published Price Current % **6.98%** Total of D. - Off Menu Options **\$2,795.00**

Delivery Charges	15 Miles @ \$1.49/mile	\$ 22.35
Floorplan Expense	30 Days \$6.45 Per Diem	\$ 193.59
Lot Insurance Expense	30 Days \$6.45 Per Diem	\$ 193.59
Manufacturer Delivery Fee		\$ 1,695.00
	Total Each	\$ 44,928.53
Quantity Ordered <u>1</u> X F =		\$ 44,928.53
Administrative Fee		
Trade In Allowance - Non-Equipment debits and credits		\$ -
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		\$44,928.53

