

## **Project Proposal**

Prepared by:

Robert Ritchie
FastLane Emergency Vehicles

Prepared for:

Williamson County EMS

### About FastLane

FastLane Emergency Vehicles is the premier manufacturer of custom and specialty first responder vehicles. Our clients include fire departments, EMS agencies, police and the federal government to name a few. We are dedicated to quality and are poised in the market as a national leader in providing custom solutions at a production price point.

FastLane has been in business since 1997 and is owned and operated <u>by first responders</u> providing vehicle and custom services <u>for first responders</u> so we know exactly how these vehicles should be built.

# **Project Overview**

Fabrication and drop ship of custo crating, freight and installation har	om cabinet for EMS Tahoe Response units. dware for installation by others.	Proposal includes

## **Project Details**

### **General Cabinetry Construction**

The cabinet shall be constructed using  $\frac{3}{4}$ " LC/VC ply and be nailed, glued and screwed together at all fixed joints. All wood used in construction shall be lumber or veneer core ply. All hardware utilized shall be rated at 150% of anticipated use and shall be coated to avoid rust and corrosion. All non-locking doors shall be constructed from  $\frac{1}{4}$ " smoked acrylic with composite "D-Ring" style slam latch. All drawers shall be constructed from  $\frac{1}{2}$ " VC Ply coated in gray Polybuild coating with 1/8" aluminum face coated in black powder coat finish (unless HDPE option is listed below). Drawer latches to be Southco C2 all metal panel latch using infinite adjustment feature and black matter finish.

#### TempLOX Temperature Controlled Compartment

Climate controlled pharmaceutical enclosure(s) for the storage of sensitive product. This enclosure shall have the ability to be secured with a key (unless a combination lock option is indicated). The entire interior of this enclosure must maintain a user set temperature with a difference of up to 40 degrees from ambient. (i.e. this enclosure must maintain a median temperature of 70 degrees if the outside temperature us between 30 and 110 degrees Fahrenheit) The unit must operate from 12V DC and draw no more than 12 amperes of current when fully operational. This unit must be thermo-electric in nature and capable of both heating and cooling. There shall be a digital controller to both set and control the unit during operation.

This control shall display both the internal temperature of the unit as well as the set point or desired user temperature, at all times. Using the same controller, the user must be able to simply select the desired temperature set point and automatically switch from heating to cooling depending on ambient conditions.

The walls of this compartment shall be lined with a minimum of 3/4" rigid foam insulation. The entire interior of the unit shall be covered in a minimum of 1/8" thick white ABS for ease of cleaning. When completed there shall be no visible seams, cracks or joints within the liner of this unit. The overall minimum R-value of this enclosure shall be of a rating R-8. The use of carpet or other absorbent materials inside this enclosure shall be deemed unacceptable. The minimum interior dimensions of this unit shall be 20"W  $\times 16$ "H  $\times 16$ "D.

## **Pricing Details**

The following shall be a custom fabricated cabinet for a Chevrolet Tahoe built to fit the specific use of Williamson County EMS.

All items listed below shall be considered features or part of this proposal.

Item/Description	Price	QTY	Subtotal
Base Cabinet for Tahoe/Expedition Size Vehicle. Overall dimensions $48"W \times 30"H \times 38"D$ .	\$0.00	3	\$0.00
Locking Temperature Controlled Compartment [TEMPLOX], Maximum 6 cuFt. (per cabinet)	\$0.00	3	\$0.00
Alowance for Adjustable Shelf (shelves) in Cabinetry (2 per cabinet)	\$0.00	6	\$0.00
Heavy Duty Sundry Drawer (per cabinet)	\$0.00	3	\$0.00
HD Combination Lock for Drawer (per cabinet)	\$0.00	3	\$0.00
TOTAL FOR CABINETS AS SPECIFIED ABOVE	\$5,425.00	3	\$16,275.00
Mounting Kit			
Mounting Kit for Tahoe (2016-2017)	\$75.00	3	\$225.00
Shipping & Handling			
Crating & Pallet Charge	\$75.00	3	\$225.00
Truck Freight, VA to TX	\$250.00	3	\$750.00
Discounts/Credits			
Discount for multi-unit purchase  All three (3) units must be purchased at same time	-\$200.00	3	-\$600.00
		Subtotal	\$16,875.00

Total \$16,875.00

## Submit & Leadtimes

Respectfully Submitted by: Robert Ritchie

Lead Time & Delivery

Current Lead Time: 6-8 Weeks ARO

Note: Lead time is defined as when FastLane received order and vehicle for work (whichever occurs first). FastLane is not responsible for changes in lead-time that are caused by items and products not directly manufactured by FastLane.

## **Project Authorization**

### **Proposal Acceptance:**

This proposal uses an e-signature as a form of approval. To complete the e-signature, click the approval button in the upper right of this proposal and sign using your mouse.

By completing the e-signature, you are acknowledging that you have read each page of this proposal, accept all of the outlined terms and are authorized within your organization to approve this proposal.

We are extremely excited about partnering with your organization!

If you wish to physically sign and fax this proposal back, rather than using the e-signature option, please complete the form below:

Customer Representative	Vendor Representative
Name: Dan Gattis Company: Williamson County	Name: Robert W Ritchie Company: FastLane Emergency Vehicles
Signature:	Signature:
Date: 01-17-2-17	Date: 12/29/2016

### **Terms and Conditions**

We at FastLane Emergency Vehicles propose the following items to you for your approval. The information listed herein is valid for a period of no more than 30 days from the above date (unless listed otherwise). FastLane is not responsible for price changes of good or products not directly manufactured by FastLane Emergency Vehicles. As is all information you share with us, we ask that you and/or your organization please retain this information as confidential. Please review the following information. If all items are acceptable please review the terms at the bottom of this document and return the necessary materials listed. We look forward to doing business with you.

Municipal and County POs can be accepted (no deposit required) with prior authorization.

Payment in full is required upon project completion.

#### **General Terms & Conditions**

Any work listed herein will not be started and parts shall not be ordered until a signed copy of this entire package is received by FastLane Emergency Vehicles. Lead-times listed shall not be considered valid until all items including the chassis, signed contract or Municipal Purchase Order, customer supplied equipment and approved drawings are received by FastLane. FastLane shall not responsible for delays not directly controlled by FastLane or its employees.

The Client is held to specifications on any dimensions, drawings, or concepts they supply to FastLane Emergency Vehicles. FastLane is not responsible for any specifications not directly measured/observed.

The Client further understands that no special-order equipment shall be ordered by FastLane until this document is signed and received by FastLane. The Client further understands that no cabinets or console layouts shall be started until a signed and approved construction drawing for the same is received by FastLane.

Change orders will be permitted as long as they do not effect work already completed. There shall be a minimum of \$50 charge for any change order initiated by Client after this contract is signed. Any change order that effects completed or proceeding work will be estimated above and beyond the total contract cost and sent to the Client for prior approval as to additional labor cost. Any deleted items may be subject to a 15% restocking fee. During the change order and

approval process production on the conversion will be stopped until such time as the change order and the newly adjusted, contract price is approved by the Client. Any order cancelation is subject to a 15% penalty of the total contract value.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Right to Audit: Company agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Williamson County shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Company reasonable advance notice of intended audits.

<u>Venue and Governing Law</u>: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern any litigation arising between the parties. In any litigation arising between the parties the prevailing party shall recover all costs of litigation to include by way of example and not limitation: discovery costs, expert witness fees, testing costs, attorney's fees, etc.

IT IS UNDERSTOOD BY THE CLIENT THAT ANY WARRANTIES PROVIDED BY THE UNIFORM COMMERCIAL CODE IN SECTION 8.2 312; 313; 314; AND 315 ARE HEREBY EXPRESSLY WAIVED AS PROVIDED IN SECTION 8.2 316. COPIES OF THESE STATUTES ARE PRINTED AT THE BOTTOM OF THIS FORM. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, GIVEN BY FASTLANE EMERGENCY VEHICLES TO THE CLIENT REGARDING THIS PRODUCTION CONTRACT. ANY WARRANTY PROVIDED TO FASTLANE EMERGENCY VEHICLE, INC. BY OTHER MANUFACTURERS WILL BE ASSIGNED, TO THE EXTENT POSSIBLE, TO THE CLIENT.

- § 8.2-312. Warranty of title and against infringement; buyer's obligation against infringement.
- (1) Subject to subsection (2) there is in a contract for sale a warranty by the seller that
- (a) the title conveyed shall be good, and its transfer rightful; and
- (b) the goods shall be delivered free from any security interest or other lien or encumbrance of which the buyer at the time of contracting has no knowledge.
- (2) A warranty under subsection (1) will be excluded or modified only by specific language or by circumstances which give the buyer reason to know that the person selling does not claim title in himself or that he is purporting to sell only such right or title as he or a third person may have.
- (3) Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications. (1964, c.219.)
- § 8.2-313. Express warranties by affirmation, promise, description, sample.
- (I) Express warranties by the seller are created as follows:
- (a) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise.
- (b) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.
- (c) Any sample or model which is made part of the basis of the bargain creates an express warranty that the whole of the goods shall conform to the sample or model.
- (2) It is not necessary to the creation of an express warranty that the seller use formal words such as "warrant" or "guarantee" or that he have a specific intention to make a warranty, but an affirmation merely of the value of the goods or a statement purporting to be merely the seller's opinion or commendation of the goods does not create a warranty. (1964, c. 219.)

- § 8.2-314. Implied warranty: Merchantability; usage of trade
- (1) Unless excluded or modified (§ 8.2-316), a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with the respect to the good of that kind. Under this section the serving for value of food or drink to be consumed either on the premises or elsewhere is a sale.
- (2) Goods to be merchantable must be at least such as
- (a) pass without objection in the trade under the contact description; and
- (b) in the case of fungible goods, are of fair average quality within the description; and
- (c) are fit for the ordinary purposes for which such goods are used; and
- (d) run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved; and
- (e) are adequately contained, packaged, and labeled as the agreement may require; and
- (f) conform to the promises or affirmations of fact made on the container or label if any.
- (3) Unless excluded or modified (§ 8.2-316) other implied warranties may arise from course of dealing or usage of trade. (1964, c. 219.)
- § 8.2-315. Implied warranty: Fitness for particular purpose.
- Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is
- relying on the seller's skill or judgment to select or furnish suitable goods, there is unless excluded or modified under the next section [§ 8.2-316] an implied warranty that the goods shall be fit for such purpose. (1964, c. 219.)
- § 8.2-316. Exclusion or modification of warranties.
- (I) Words or conduct relevant to the creation of an express warranty and words or conduct tending to negate or limit warranty shall be construed wherever reasonable as consistent with

each other; but subject to the provisions of this title on the parole or extrinsic evidence (§ 8.2-202) negation or limitation is inoperative to the extent that such construction is unreasonable.

- (2) Subject to subsection (3), to exclude or modify the implied warranty of merchantability or any part of it the language must mention merchantability and in case of a writing must be conspicuous, and to exclude or modify any implied warranty of fitness the exclusion must be by a writing and conspicuous. Language to exclude all implied warranties of fitness is sufficient if it sates, for example, that "There are no warranties which extend beyond the description of the face hereof."
- (3) Notwithstanding subsections (2) (a) unless the circumstances indicate otherwise, all implied warranties are excluded by expressions like "as is," "with all faults" or other language which in common understanding calls the buyer's attention to the exclusion of warranties and makes plain that there is no implied warranty; and
- (b) when the buyer before entering into the contract has examined the goods or the sample or model as fully as he desired or has refused to examine the goods there is no implied warranty with regard to defects which an examination ought in the circumstances to have revealed to him; and
- (c) an implied warranty can also be excluded or modified by course of dealing or course of performance or usage of trade. Remedies for breach of warranty can be limited in accordance with the provisions of this title on liquidation or limitation of damages and on contractual modification of remedy (§§ 8.2-718 and 8.2-719). (1964, c. 219.)