



**CITY OF FORT WORTH
PURCHASE AGREEMENT**

This **Purchase Agreement** (“**Agreement**”) is entered into by and between **Reliable Dental Supply & Service Company, LLC** (“**Seller**”), a Texas limited liability company, and the **City of Fort Worth**, (“**Buyer**”), a Texas home-rule municipal corporation, each individually referred to herein as a “party” and collectively as the “parties”.

The Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Purchase Agreement;
2. Exhibit A: City of Fort Worth Standard Terms and Conditions;
3. Exhibit B: Conflict of Interest Questionnaire;
4. Exhibit C: Seller Contact Information; and
5. Exhibit D: Seller’s Quote

Exhibits A through D, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. The Amount of this contract shall not exceed one hundred thousand dollars (\$100,000.00).

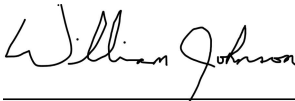

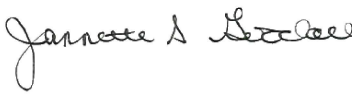


The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective party. Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date signed by the Buyer’s Assistant City Manager. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via PDF file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples.

BUYER

<p>CITY OF FORT WORTH</p> <p>By: <u></u> Name: William Johnson Title: Assistant City Manager Date: <u>11/21/2025</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u></u> Name: Raymond Hill Title: Interim Fire Chief</p> <p>ATTEST:</p> <p>By: <u></u> Name: Jannette S. Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u></u> Name: Brenda Ray Title: Fire Purchasing/EMS Manager</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u></u> Name: Taylor Paris Title: Sr. Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: N/A Date Approved: N/A Form 1295 Certification No.: N/A</p>
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SELLER


<p>RELIABLE DENTAL SUPPLY & SERVICE COMPANY, LLC</p> <p>By: <u></u> Name: Wade Spradlin/Owner Title: President Date: <u>11/20/2025</u></p>	
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Exhibit A

CITY OF FORT WORTH, TEXAS

STANDARD PURCHASING TERMS AND CONDITIONS

1. DEFINITION OF BUYER

For purposes of this Agreement, the term “Buyer” means and includes the City of Fort Worth, its officers, agents, servants, authorized employees, vendors, and subcontractors who act on behalf of various City departments, bodies, or agencies.

2. DEFINITION OF SELLER

For purposes of this Agreement, the term “Seller” means and includes Reliable Dental Supply & Service Company, LLC, its officers, agents, servants, employees, vendors, subcontractors, or other providers of goods and/or services who act on behalf of the entity under contract with the City of Fort Worth.

3. TERM

The initial term of this Agreement is for one (1) year, beginning on the date that this Agreement is executed by the City’s Assistant City Manager (“Effective Date”), unless terminated earlier in accordance with this Agreement. Buyer will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to four (4) one-year renewal periods (each a “Renewal Term”).

4. PUBLIC INFORMATION

Buyer is a government entity under the laws of the State of Texas and all documents held or maintained by Buyer may be subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked by Seller as Confidential or Proprietary, Buyer shall promptly notify Seller. It will be the responsibility of Seller to submit to the Texas Attorney General’s Office reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by Buyer, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction. The Parties agree that nothing contained within this Agreement is considered proprietary or trade secret information and that this agreement may be released in the event that it is requested.

5. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of Buyer may have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or

employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract voidable by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter).

6. ORDERS

6.1 No employees of the Buyer or its officers, agents, servants, vendors or subvendors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

6.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

7. SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

8. SHIPMENT UNDER RESERVATION PROHIBITED

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

9. TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery and after inspection and acceptance of the goods.

10. DELIVERY TERMS AND TRANSPORTATION CHARGES

Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed.

11. PLACE OF DELIVERY

The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

12. RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

13. INVOICES

13.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services. Invoices must be either a PDF or TIFF format and emailed to supplierinvoices@fortworthtexas.gov. The invoice shall contain: 1) The CSCO; 2) Department Purchase Order Number; 3) PeopleSoft Contract Number; 4) Department Business Unit Number; 5) Address where service/commodity was delivered.

13.2 Seller shall not include Federal Excise, or State or City sales tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.

13.3 Payment. All payment terms shall be "Net 30 Days" unless otherwise agreed to in writing. Before the first payment is due to Seller, Seller shall register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website".

14. PRICE WARRANTY

14.1 The price to be paid by Buyer shall be that contained in Seller's proposals which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices

contained in Seller's proposals, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have at law or in equity.

14.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage fee or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage fee or contingent fee, or otherwise to recover the full amount thereof.

15. PRODUCT WARRANTY

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the proposal invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

16. SAFETY WARRANTY

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with the Notice to Parties Clause of this Agreement. Failure to make such refund shall constitute a breach and cause this contract to terminate immediately.

17. SOFTWARE LICENSE TO SELLER

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for Buyer's sole use for purposes under this Agreement and any attached work orders or invoices. The Buyer may not use or share

this software without permission of the Seller; however, Buyer may make copies of the software expressly for backup purposes.

18. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY

- 18.1** The SELLER warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to programs, documentation, software, analyses, applications, methods, ways, and processes (each individually referred to as a “Deliverable” and collectively as the “Deliverables”) do not infringe upon or violate any patents, copyrights, trademarks, service marks, trade secrets, or any other intellectual property rights or other third-party rights in the performance of services under this Agreement.
- 18.2** SELLER shall be liable and responsible for any and all claims made against the Buyer for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the Buyer’s continued use of the Deliverable(s) hereunder.
- 18.3** SELLER agrees to defend, settle, or pay, at its own cost and expense, any claim or action against Buyer for infringement of any patent, copyright, trademark, trade secret, or similar property right arising from Buyer’s use of the Deliverables in accordance with this Agreement, it being understood that this agreement to defend, settle, or pay shall not apply if Buyer modifies or misuses the Deliverables. So long as SELLER bears the cost and expense of payment for claims or actions against Buyer pursuant to this section, SELLER shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Buyer shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect Buyer’s interest, and Buyer agrees to cooperate with SELLER in doing so. In the event Buyer, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against Buyer for infringement arising under this Agreement, Buyer shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, SELLER shall fully participate and cooperate with Buyer in defense of such claim or action. Buyer agrees to give SELLER timely written notice of any such claim or action along with copies of all papers Buyer may receive relating thereto. Notwithstanding the foregoing, Buyer’s assumption of payment of costs or expenses shall not eliminate SELLER’s duty to indemnify Buyer under this Agreement. If the Deliverables or any part thereof is held to infringe and the use thereof is enjoined or restrained, or if as a result of a settlement or compromise such use is materially adversely restricted, SELLER shall, at its own expense: (a) procure for Buyer the right to continue to use the

Deliverables; or (b) modify the Deliverables to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use of the Deliverables; or (c) replace the Deliverables with equally suitable, compatible, and functionally equivalent non-infringing Deliverables at no additional charge to Buyer; or (d) if none of the foregoing alternatives is reasonably available to SELLER, terminate this Agreement and refund all amounts paid to SELLER by Buyer, subsequent to which termination Buyer may seek any and all remedies available to Buyer at law or in equity.

18.4 The representations, warranties, and covenants of the parties contained in this Agreement will survive the termination and/or expiration of this Agreement.

19. OWNERSHIP OF WORK PRODUCT

Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made, or suggested by the Seller for the Buyer pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Agreement and that are completed or reduced to writing thereafter ("Work Product") and Seller acknowledges that such Work Product will be considered "work(s) made for hire" and will be and remain the exclusive property of the Buyer. To the extent that the Work Product may not be considered work(s) made for hire under the applicable law, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title, and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration or instrument of transfer, and Buyer shall be entitled to obtain and hold in its own name, all rights in and to the Work Product. Seller, for itself and on behalf of its agents, hereby waives any property interest in such Work Product.

20. CANCELLATION

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this Agreement if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have at law or in equity.

21. TERMINATION

21.1 Written Notice. The purchase of goods under this Agreement may be terminated by Buyer, in whole or in part, with or without cause, at any time, upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which the goods to be purchased under the Agreement is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

- 21.2 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated by City Council in any fiscal period for any payments due hereunder, Buyer will notify Seller of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.
- 21.3 Duties and Obligations of the Parties. Upon termination of this Agreement for any reason, Seller shall only be compensated for items requested by the Buyer and delivered prior to the effective date of termination, and Buyer shall not be liable for any other costs, including any claims for lost profits or incidental damages. Seller shall provide Buyer with copies of all completed or partially completed documents prepared under this Agreement. In the event Seller has received access to Buyer information or data as a requirement to perform services hereunder, Seller shall return all Buyer provided information or data to Buyer in a machine-readable format or other format deemed acceptable to Buyer.

22. ASSIGNMENT / DELEGATION

No interest, obligation, or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonably necessary to verify Seller's legal status and Seller's transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees, or interest resulting therefrom.

23. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the aggrieved party.

24. MODIFICATIONS

This contract can be modified or rescinded only by a written agreement signed by both parties.

25. THE AGREEMENT

In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any attachments and exhibits. This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties or usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used but not defined within this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be as stated in the second paragraph on the first page of this Agreement.

26. APPLICABLE LAW / VENUE

This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed, and enforced under the laws of the State of Texas.

27. INDEPENDENT CONTRACTOR(S)

Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control the details of, its operations hereunder and all persons performing same and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors, and subcontractors. The doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors, and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors, and subcontractors.

28. LIABILITY AND INDEMNIFICATION

28.1 ***LIABILITY – SELLER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SELLER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.***

- 28.2 **GENERAL INDEMNIFICATION – SELLER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND BUYER, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SELLER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SELLER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**
- 28.3 **INTELLECTUAL PROPERTY INDEMNIFICATION – SELLER AGREES TO DEFEND, SETTLE, OR PAY, AT ITS OWN COST AND EXPENSE, ANY CLAIM OR ACTION AGAINST BUYER FOR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR SIMILAR PROPERTY RIGHT ARISING FROM BUYER'S USE OF THE DELIVERABLES IN ACCORDANCE WITH THIS AGREEMENT, IT BEING UNDERSTOOD THAT THIS AGREEMENT TO DEFEND, SETTLE, OR PAY SHALL NOT APPLY IF BUYER MODIFIES OR MISUSES THE DELIVERABLES. SO LONG AS SELLER BEARS THE COST AND EXPENSE OF PAYMENT FOR CLAIMS OR ACTIONS AGAINST BUYER PURSUANT TO THIS SECTION, SELLER SHALL HAVE THE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM; HOWEVER, BUYER SHALL HAVE THE RIGHT TO FULLY PARTICIPATE IN ANY AND ALL SUCH SETTLEMENT, NEGOTIATIONS, OR LAWSUIT AS NECESSARY TO PROTECT BUYER'S INTEREST, AND BUYER AGREES TO COOPERATE WITH SELLER IN DOING SO. IN THE EVENT BUYER, FOR WHATEVER REASON, ASSUMES THE RESPONSIBILITY FOR PAYMENT OF COSTS AND EXPENSES FOR ANY CLAIM OR ACTION BROUGHT AGAINST BUYER FOR INFRINGEMENT ARISING UNDER THIS AGREEMENT, BUYER SHALL HAVE THE SOLE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM; HOWEVER, SELLER SHALL FULLY PARTICIPATE AND COOPERATE WITH BUYER IN DEFENSE OF SUCH CLAIM OR ACTION. BUYER AGREES TO GIVE SELLER TIMELY WRITTEN NOTICE OF ANY SUCH CLAIM OR ACTION ALONG WITH COPIES OF ALL PAPERS BUYER MAY RECEIVE RELATING THERETO. NOTWITHSTANDING THE FOREGOING, BUYER'S ASSUMPTION OF PAYMENT OF COSTS OR EXPENSES SHALL NOT ELIMINATE SELLER'S DUTY TO INDEMNIFY BUYER UNDER THIS AGREEMENT. IF THE DELIVERABLES OR ANY PART THEREOF IS HELD TO INFRINGE AND**

THE USE THEREOF IS ENJOINED OR RESTRAINED, OR IF AS A RESULT OF A SETTLEMENT OR COMPROMISE SUCH USE IS MATERIALLY ADVERSELY RESTRICTED, SELLER SHALL, AT ITS OWN EXPENSE: (A) PROCURE FOR BUYER THE RIGHT TO CONTINUE TO USE THE DELIVERABLES; OR (B) MODIFY THE DELIBERABLES TO MAKE THEM NON-INFRINGEMENT, PROVIDED THAT SUCH MODIFICATION DOES NOT MATERIALLY ADVERSELY AFFECT BUYER'S AUTHORIZED USE OF THE DELIVERABLES; OR (C) REPLACE THE DELIVERABLES WITH EQUALLY SUITABLE, COMPATIBLE, AND FUNCTIONALLY EQUIVALENT NON-INFRINGEMENT DELIVERABLES AT NO ADDITIONAL CHARGE TO BUYER; OR (D) IF NONE OF THE FOREGOING ALTERNATIVES ARE REASONABLY AVAILABLE TO SELLER, TERMINATE THIS AGREEMENT AND REFUND ALL AMOUNTS PAID TO SELLER BY BUYER, SUBSEQUENT TO WHICH TERMINATION BUYER MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO BUYER AT LAW OR IN EQUITY.

29. SEVERABILITY

In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30. FISCAL FUNDING LIMITATION

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

31. NOTICES TO PARTIES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants, or representatives or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>TO BUYER:</p> <p>City of Fort Worth Attn: Purchasing Manager 100 Fort Worth Trail</p>	<p>TO SELLER:</p> <p>Reliable Dental Supply & Service Company, LLC Attn: Wade Spradlin, President/Owner</p>
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Fort Worth, TX 76102 With copy to Fort Worth City Attorney's Office at same address	3321 Suffolk Drive, Suite 105 Fort Worth, TX 76133 wade@reliable dental.com
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32. NON-DISCRIMINATION

Seller, for itself, its personal representatives, assigns, subvendors, and successors in interest, as part of the consideration herein given, agrees that in the performance of Seller's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY SELLER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBVENDORS OR SUCCESSORS IN INTEREST, SELLER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND BUYER AND HOLD BUYER HARMLESS FROM SUCH CLAIM.**

33. IMMIGRATION AND NATIONALITY ACT

Seller shall verify the identity and employment eligibility of its employees who perform work under this Agreement and complete the Employment Eligibility Verification Form (I-9). Upon request by Buyer, Seller shall provide Buyer with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall adhere to all federal and state laws and establish appropriate procedures and controls so that no services will be performed by any Seller employee who is not legally eligible to perform such services. **SELLER SHALL INDEMNIFY BUYER AND HOLD BUYER HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY SELLER, SELLER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** Buyer, upon written notice to Seller, shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

34. HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

35. LINKED TERMS

If the attached contains a website link to terms and conditions, the linked terms and

conditions located at that website link as of the effective date of the Agreement shall be the linked terms and conditions. To the extent that the linked terms and conditions conflict with any provision of either this Agreement, the provisions contained within this Agreement shall control. If any changes are made to the linked terms and conditions after the date of the Agreement, such changes are hereby deleted and void. Further, if Seller cannot clearly and sufficiently demonstrate the exact terms and conditions as of the effective date of the Agreement, all of the linked terms and conditions are hereby deleted and void.

36. RIGHT TO AUDIT

Seller agrees that Buyer shall, until the expiration of three (3) years after final payment under this contract, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Seller involving transactions relating to this Agreement at no additional cost to Buyer. Seller agrees that Buyer shall have access during normal working hours to all necessary Seller facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Buyer shall give Seller reasonable advance notice of intended audits. The Buyer's right to audit, as described herein, shall survive the termination and/or expiration of this Agreement.

37. DISABILITY

In accordance with the provisions of the Americans with Disabilities Act of 1990 (ADA), Seller warrants that it and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

38. DISPUTE RESOLUTION

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered, or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, whether through email, mail, phone conference, in-person meetings, or other reasonable means, to resolve any

claim, dispute, breach, or other matter in question that may arise out of or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties do not agree to mediation, or if the parties submit the dispute to non-binding mediation but cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

39. PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL

If Seller has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Seller acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the Buyer is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. To the extent the Chapter 2271 of the Government Code is applicable to this Agreement, **by signing this Agreement, Seller certifies that Seller's signature provides written verification to the Buyer that Seller: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

40. PROHIBITION ON BOYCOTTING ENERGY COMPANIES

If Seller has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Seller acknowledges that in accordance with Chapter 2276 of the Texas Government Code, the Buyer is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, **by signing this Agreement, Seller certifies that Seller's signature provides written verification to the Buyer that Seller: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

41. PROHIBITION ON DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If Seller has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Seller acknowledges that in accordance with Chapter 2274 of the Texas Government Code, the Buyer is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a

practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, **by signing this Agreement, Seller certifies that Seller's signature provides written verification to the Buyer that Seller: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

42. INSURANCE REQUIREMENTS

42.1 Coverage and Limits

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence
\$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage shall be on any vehicle used by Seller or its employees, agents, or representatives in the course of providing services under this Agreement. "Any vehicle" shall include any vehicle owned, hired, and non-owned.

(c) Workers' Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the work is being performed

Employers' Liability:

\$100,000 - Bodily Injury by accident; each accident/occurrence
\$100,000 - Bodily Injury by disease; each employee
\$500,000 - Bodily Injury by disease; policy limit

(d) Professional Liability (Errors & Omissions):

\$1,000,000 - Each Claim Limit
\$1,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy or through a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made and maintained for the duration of the contractual agreement and for two (2) years following completion of services. An annual certificate of insurance shall be submitted to Buyer to evidence coverage.

42.2 General Requirements

- (a) The commercial general liability and automobile liability policies shall name Buyer as an additional insured thereon, as its interests may appear. The term “Buyer” shall include its employees, officers, officials, agents, and volunteers with respect to the contracted services.
- (b) The workers’ compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of Buyer.
- (c) A minimum of thirty (30) days’ notice of cancellation or reduction in limits of coverage shall be provided to Buyer. At least ten (10) days’ notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Fort Worth, 100 Fort Worth Trail, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- (e) Any failure on the part of Buyer to request required insurance documentation shall not constitute a waiver of the insurance requirement.
- (f) Certificates of Insurance evidencing that Seller has obtained all required insurance shall be delivered to the Buyer prior to Seller proceeding with any work pursuant to this Agreement.



**CITY OF FORT WORTH
CHAPTER 252 EXEMPTION FORM**

Instructions: Fill out the entire form with detailed information. Once you have completed this form, provide it to the Purchasing attorneys for review. The attorneys will review the information you have provided to determine whether an exemption to Chapter 252's bidding requirements is defensible. Failure to provide sufficient information may result in follow up questions and cause a delay in the attorney's determination.

Section 1: General Information

Requesting Department: [Fire Department]

Name of Contract Manager: [Brian Langford]

Departmental Attorney: [Taylor Paris]

Item or Service sought: [Stage Oil-less Oxygen Booster System with Gauge]

Goods:

Service:

Anticipated Amount: [100,000.00]

Vendor: [Reliable Dental Supply]

Current/Prior Agreement for item/service: Yes No

CSC or Purchase Order #: [INSERT PREVIOUS CSC/PO # OR N/A]

Amount: [INSERT AMOUNT OR N/A]

Projected M&C Date: [INSERT DATE OR N/A]

How will this item or service be used? [The Masterline MLE 7000A-2 oxygen booster will be used by the SCBA (Self-Contained Breathing Apparatus) Division of the Fort Worth Fire Department to safely and efficiently fill medical oxygen cylinders used in ambulances and fire apparatus.]

Has your department started a requisition or otherwise contacted the Purchasing Division related to obtaining this good/service? Yes No

If yes, please provide requisition number or brief explanation of contact with Purchasing Division: [Click or tap here to enter text.](#)

Section 2: Claimed Exemption and Justification (Other than sole source)

NOTE: For sole-source exemption requests, complete Section 3.

Please indicate the non-sole-source exemption you believe applies to the purchase and provide information to support its applicability. Please refer to the Exemption Primer (starting on page 5) for detailed information about common exemptions:

- A procurement necessary to preserve or protect the public health or safety of the City of Fort Worth's residents;
- A procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- A procurement for personal, professional, or planning services;
- A procurement for work that is performed and paid for by the day as the work progresses;
- A purchase of land or a right-of-way;
- Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
- A public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
- A payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
- Personal property sold:
 - at an auction by a state licensed auctioneer;
 - at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
 - under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

- Services performed by blind or severely disabled persons;
- Goods purchased by a municipality for subsequent retail sale by the municipality;
- Electricity; or
- Advertising, other than legal notices.

Please provide details and facts to explain why you believe the exemption applies to the purchase. You may also attach documentation to this form. The procurement of the MLE 7000A-2 oil-less oxygen booster system from Reliable Dental is necessary to protect the public health and safety of Fort Worth residents by ensuring uninterrupted, safe, and in-house supply of medical-grade oxygen for emergency medical services (EMS) and fire operations. Reliable Dental is a verified and authorized distributor of the Masterline booster system—the only known manufacturer that produces an electrically driven, fully oil-less, oxygen-rated compressor compliant with CGA G-4.1 standards. This piece of equipment is essential for refilling high-pressure oxygen cylinders used daily in ambulances and fire apparatus across the city. Delays in acquiring this equipment, or attempts to procure from alternate vendors lacking proper authorization or technical support, would significantly impair the department's ability to: Maintain a constant supply of medical oxygen required in trauma, cardiac, and fire-related emergencies; Meet safety standards related to oxygen handling and contamination control; and Sustain response readiness during high-demand periods, disaster response, or drug shortage situations. These cylinders are critical components of the department's EMS response, providing life-saving oxygen during emergency medical calls, fire rescues, and mass-casualty incidents. This specialized equipment will be installed at designated fire department support facilities and used by trained SCBA technicians to maintain constant availability of high-pressure oxygen supply across the department's fleet. Without this capability, the department would face severe operational delays, increased vendor dependency, and higher long-term costs for off-site oxygen refills.

Section 3: Claimed Sole-Source Exemption and Justification

NOTE: For all non-sole-source exemption requests, complete Section 2.

Please indicate the sole-source exemption you believe applies to the purchase and provide information to support its applicability. Please refer to the Exemption Primer (starting on page 5) for detailed information about common exemptions:

- items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- films, manuscripts, or books;
- gas, water, and other utility services;
- captive replacement parts or components for equipment;
- books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and

- management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

How did you determine that the item or service is only available from one source?
Click or tap here to enter text.

Attach screenshots and provide an explanation of any independent research you conducted, through internet searches, searching cooperatives, or discussions with others knowledgeable on the subject matter that corroborate that the item is available only from a single source.
Click or tap here to enter text.

Did you attach a sole source justification letter? Yes No

Describe the uniqueness of the item or service (e.g. compatibility or patent issues, etc.). Click or tap here to enter text.

Section 4: Attorney Determination

With the facts provided by the department, is the use of the claimed exemption defensible if the City were to be challenged on this purchase? Yes No.

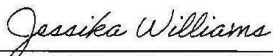
Was there anything attached to this form that was relied on in making this determination? Yes No.

If yes, please explain: Click or tap here to enter text.

Was there anything not included on this form or attached hereto that was relied on in making this determination? Yes No.

If yes, please explain: Click or tap here to enter text.

Approved By:



Andrea Phillips / Jessica Williams
Assistant City Attorney

Date: 11/19/25

Exhibit B

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (e.g. The City of Fort Worth) must disclose in the Questionnaire Form CIQ (“Questionnaire”) any affiliation or business relationship that might pose a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the Buyer or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the Buyer. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

NOTE: If you are not aware of any Conflict of Interest, provide Seller name in box # 1 and use “N/A” in each of the other areas on the form. However, a signature is required in box #4 in all cases.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Reliable Dental Supply & Service Company, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

X

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

X

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 wade spradlin
 Signature of vendor doing business with the governmental entity

11/20/2025
 Date

Exhibit C

SELLER CONTACT INFORMATION

Seller's Name: Reliable Dental Supply & Service Company, LLC

Seller's Local Address: 3321 suffolk dr #105, Fort Worth, Tx 76133

Phone: 817-927-5909 Fax: 817-924-5458

Email: wade@reliabledental.com

Name of persons to contact when placing an order or invoice questions:

Name/Title Wade Spradlin, President

Phone: 817-999-2180 Fax: _____

Email: wade@reliabledental.com

Name/Title _____

Phone: _____ Fax: _____

Email: _____

Name/Title _____

Phone: _____ Fax: _____

Email: _____

wade spradlin

Wade Spradlin

11/20/2025

Signature

Printed Name

Date

Exhibit D
SELLER'S QUOTE

Sold To:

Fort Worth Fire- Operation Administration
505 W Felix Street
Fort Worth, TX 76115

Sales Order

Reliable Dental Supply
PERSONAL SERVICE AT THE RIGHT PRICE.

3321 Suffolk Dr, #105
Fort Worth, TX 76133
(817) 927-5909

Page 1
Sales Order #: 0026893

Ship To:

Fort Worth Fire- Operation Administration
505 W Felix Street
Fort Worth, TX 76115

Date 11/12/2025	Office No. 817-392-6874	Salesperson: Wade Spradlin
PO#	Ship	Terms Net 30 days

Item	Unit	Ordered	Shipped	B/O	Price	Extended
MLE 7000A-2 MDM-4 2 STAGE OXYGEN BOOSTER W/ GAU	EACH	5.000	0.000	0.000	19,080.000	95,400.00
INSURANCE Insurance on Shipment	EACH	1.000	0.000	0.000	1,350.000	1,350.00
mfg suggested, you opt out but your responsible						
ENG FREIGHT Equipment Freight	EACH	1.000	0.000	0.000	2,550.000	2,550.00

PLEASE REVIEW AND APPROVE QUANTITIES
THANK YOU

Sign: 11/20/20253
Fax: (817) 924-5458

Net Order:	99,300.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Total	99,300.00