



Amendment No. 3  
of  
Contract No. GC150000002  
BuyBoard Contract 484-15  
for  
Oil, Grease and Lubricants  
between  
Arnold Oil Company of Austin, LP  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension will be effective February 1, 2017 to January 31, 2018. There are no remaining options.
- 2.0 The total contract amount is increased by \$349,031.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/19/15 – 1/31/16	\$349,031.00	\$349,031.00
Amendment No. 1: Option 1 2/1/16 – 1/31/17	\$349,031.00	\$698,062.00
Amendment No. 2: Correction of extension option date for Amendment No.1 2/25/16	\$0.00	\$698,062.00
Amendment No. 3: Option 2 2/1/17 – 1/31/18	\$349,031.00	\$1,047,093.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name:  
Authorized Representative

ROGER FRANK

Signature:

Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

1-19-17

Arnold Oil Company of Austin, LP  
5909 Burleson Road  
Austin, TX 78744  
[rfrank@arnoldoil.com](mailto:rfrank@arnoldoil.com)  
512-476-2401



Amendment No. 2  
of  
Contract No. GC150000002  
BuyBoard Contract 484-15  
for  
Oil, Grease and Lubricants  
between  
Arnold Oil Company of Austin, LP  
and the  
City of Austin

- 1.0 This amendment is issued to correct the previous option date in Amendment No. 1, Section 1.0 to read February 1, 2016 to January 31, 2017 and there is one remaining option.

Term	Action Amount	Total Contract Amount
Basic Term: 03/19/15 – 1/31/16	\$349,031.00	\$349,031.00
Amendment No. 1: Option 1 2/1/16 – 1/31/17	\$349,031.00	\$698,062.00
Amendment No. 2: Correction of extension option date for Amendment No.1 2/25/16	\$0.00	\$698,062.00

- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name:  
Authorized Representative

ROGER FRANK

Signature:

Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

Arnold Oil Company of Austin, LP  
5909 Burleson Road  
Austin, TX 78744  
[rfrank@arnoldoil.com](mailto:rfrank@arnoldoil.com)  
512-476-2401



Amendment No. 1  
of  
Contract No. GC15000002  
BuyBoard Contract 484-15  
for  
Oil, Grease and Lubricants  
between  
Arnold Oil Company of Austin, LP  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension will be effective January 31, 2016 to February 1, 2017 and there is one remaining option.
- 2.0 The total contract amount is increased by \$349,031.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/19/15 – 1/31/16	\$349,031.00	\$349,031.00
Amendment No. 1: Option 1 2/1/16 – 1/31/17	\$349,031.00	\$698,062.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name:

Authorized Representative

ROGER FRANK

Signature:

Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

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Arnold Oil Company of Austin, LP  
5909 Burleson Road  
Austin, TX 78744  
[rfrank@arnoldoil.com](mailto:rfrank@arnoldoil.com)  
512-476-2401



## City of Austin

### Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 23, 2015

Arnold Oil Company of Austin, LP  
Roger Frank  
5909 Burleson Road  
Austin, TX 78744

Dear Mr. Frank:

The Austin City Council approved the execution of a contract with your company for automotive grease, oils, lubricants, transmission fluids and other automotive fluids through Buyboard Contract 484-15.

Responsible Department:	Fleet Services
Department Contact Person:	Hazel Black
Department Contact Email Address:	Hazel.black@austintexas.gov 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-1768
Project Name:	Oil, grease and lubricants
Contractor Name:	Arnold Oil Company of Austin, LP
Contract Number:	7800 GC150000002
Contract Period:	3/19/2015-1/31/2016
Dollar Amount	\$349,031.00
Extension Options:	Two 12-month options
Requisition Number:	RQM 7800 - 14121000084
Agenda Item Number:	30
Council Approval Date:	2/26/2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Wirtanen  
Buyer II  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")  
AND  
ARNOLD OIL COMPANY OF AUSTIN, LP ("CONTRACTOR")  
FOR  
AUTOMOTIVE GREASE, OILS, LUBRICANTS, TRANSMISSION FLUIDS, AND OTHER AUTOMOTIVE FLUIDS**

This Contract is between Arnold Oil Company of Austin, LP having offices at 5909 Burleson Road, Austin, Texas 78744 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date executed by the City. Solicitation requirements are met by using Contractor's BuyBoard Cooperative Purchasing Contract No. 484-15 (the "BuyBoard Contract").

**1.1 This Contract is composed of the following documents:**

- 1.1.1 The BuyBoard Contract
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, the City's Non-Discrimination Certification
- 1.1.5 Exhibit C, the City's Non-Suspension & Debarment Certification
- 1.1.6 Exhibit D, Delivery Locations and Points of Contact.

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.1.7 The BuyBoard Contract as referenced in Section 1.1.1
- 1.1.8 This Contract
- 1.1.9 Exhibit A as referenced in Section 1.1.3
- 1.1.10 Exhibit B as referenced in Section 1.1.4
- 1.1.11 Exhibit C as referenced in Section 1.1.5
- 1.1.12 Exhibit D as referenced in Section 1.1.6.

**1.3 Quantity.** There is no minimum guaranteed quantity of goods or services to be purchased pursuant to this Contract.

**1.4 Term of Contract.** The Contract shall be in effect until January 31, 2016 and may be extended thereafter for up to two (2) twelve (12) month extension options, subject to the extension of the cooperative contract (as referenced in Section 1.1.1 above), approval of the Contractor and the City Purchasing Officer or his designee.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$349,031 for the initial Contract term and \$349,031 for each extension option for a total amount Not-to-Exceed \$1,047,093.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

ARNOLD OIL COMPANY OF AUSTIN, LP

ROGER FRANK

Printed Name of Authorized Person

[Signature]

Signature

Bid Specialist

Title:

3-17-15

Date:

CITY OF AUSTIN

Danielle Lord

Printed Name of Authorized Person

[Signature]

Signature

Corp-Contract Compliance Mgr.

Title:

3/19/15

Date:

- Exhibit A - Supplemental Terms
- Exhibit B - Non-Discrimination Certification
- Exhibit C - Non-Suspension & Debarment Certification
- Exhibit D - Delivery Locations and Points of Contact.

**Exhibit A  
Supplemental Provisions**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Roger Frank; Phone: (512) 476-2401; Email: rfrank@arnoldoil.com. The City's Contract Manager for the engagement shall be Hazel Black; Phone: (512) 974-1751; Email: hazel.black@austintexas.gov.

2. **Invoices.** Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the City's Fleet Service Center that placed the order (See Exhibit D for delivery locations). Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this thirty (30) day submission requirement will be considered.

3. **Payment.**

3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.7 failure of the Contractor to comply with any material provision of the Contract.

3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.5 The Contractor agrees to accept payment by check, or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

3.6 The City's Fleet Services Parts Room, Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the price list in effect at the time of Contract award and revisions approved by BuyBoard. If pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the City's Contract Manager.



#### **4. Right To Audit.**

4.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

5. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Tracy Franklin, Contract Administrator

P.O. Box 1088

Austin, TX 78767

To the Contractor:

Arnold Oil Company of Austin, LP

ATTN: Roger Frank

5909 Burleson Road

Austin, TX 78744

#### **6. Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

6.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

6.2 The Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

6.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7. **Travel Expenses.** No travel expenses are authorized under this Contract.

#### **8. Insurance.**

##### **8.1 General Requirements.**

8.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

8.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.



8.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

8.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

8.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

8.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

8.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

8.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

8.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

8.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

8.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

8.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

8.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

8.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

8.2 Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over

periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

8.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

8.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

8.2.1.2 Contractor/Subcontracted Work.

8.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

8.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

8.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

8.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

8.2.2 Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

8.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

8.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

8.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

8.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

8.2.3.1 The Contractor's policy shall apply to the State of Texas.

8.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

8.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

## **9. Dispute Resolution.**

9.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed

directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

9.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.

10. **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties shall survive the expiration or termination of the Contract.

11. **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

12. **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

13. **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

14. **Workforce**

14.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

14.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

14.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

14.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

14.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

15. **Compliance with Health, Safety, and Environmental Regulations:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to

those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

16. **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

17. **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

18. **Equal Opportunity.**

18.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

18.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

19. **Subcontractors.**

19.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

19.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

19.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

19.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;



19.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

19.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being an additional insured as its interest shall appear; and

19.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

19.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

19.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) days after receipt of payment from the City.

20. **Warranty.** The Contractor warrants and represents that all services provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. The warranty period shall be for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.

21. **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

22. **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

23. **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

24. **Title & Risk of Loss.** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

25. **Non-compliance.** The City will not tolerate non-compliance to the City's terms and conditions as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance.

26. **Post Award.**

26.1 The Contractor may be required to attend a post award meeting with City personnel within thirty (30)

calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the Contract.

26.2 The City may perform site visits during the term of the Contract to verify that the Contractor, or the Contractor's subcontractor has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the conditions herein. The Contractor or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

**27. Workforce Security Clearance and Identification.**

27.1 Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

27.2 Contractor personnel will be required to check in at the service writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor personnel from the worksite, without regard to Contractor's schedule.

27.3 The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**28. Definitions.**

28.1 Lubricants are all oils, greases, and fluids used to minimize friction for all City vehicles and equipment.

28.2 Stock Parts are defined as high usage lubricants that are most commonly needed by the City.

28.3 Non-Stock Parts are defined as low usage lubricants that are not kept in inventory.

28.4 Back-ordered (or Out-of-Stock) Parts are defined as lubricants that are not currently in stock but have been ordered or will be ordered.

28.5 Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.

**29. Contractor Responsibilities.**

29.1 The Contractor shall stock or have immediate access to a lubricants inventory sufficient to fill stock orders 95% of the time. The stock level required shall be a two-week supply of inventory, which will be determined by the City. All lubricants will be ordered on an as-needed basis.

29.2 The Contractor shall provide new lubricants. Lubricants must meet all applicable federal, state and local requirements for quality and safety.

29.3 The Contractor warrants that ALL lubricants are free from manufacturer defects for the standard period as provided by the manufacturer. This warranty shall provide for replacement lubricants and shall include pickup of the defective lubricant and delivery of the replacement lubricant at no additional cost.

29.4 The Contractor shall provide a copy of the manufacturer's lubricants warranty to the Fleet Service Center Manager or designee within five (5) calendar days of request by the City.

29.5 The Contractor further warrants that the lubricants supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

29.6 The Contractor shall notify the Contract Manager and the Fleet Service Center Manager or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the lubricants being sold.



29.7 The Contractor shall provide a point of contact for receiving orders from the City. A City representative from the Fleet Service Center will contact the Contractor by e-mail, fax, or telephone to place an order for lubricants. The request will include the lubricant number, lubricant description, quantity, delivery requirements, and a unique delivery order number.

29.8 The Contractor shall confirm the quantity to be shipped to the ordering Fleet Service Center representative by telephone within two (2) hours after the order is sent.

29.9 All orders for lubricants must be shipped complete unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.

29.10 Stock lubricants shall be delivered to the ordering Fleet Service Center as follows: Lubricants ordered before 10:00 AM shall be delivered to the Fleet Service Center no later than 5:00 P.M. the same working day the order is sent. Lubricants ordered after 10:00 AM shall be delivered before noon the next working day after the order is sent. The City will not pay shipping costs to obtain "stock" lubricants that the Contractor does not have in inventory at the time the City places the order.

29.11 Non-Stock lubricants shall be delivered to the ordering Fleet Service Center within three (3) working days after the order is sent. All special orders will be honored under the Contract pricing, without any additional markups.

29.12 Back-ordered (or out-of-stock) lubricants shall be delivered within five (5) working days after the order is sent. The Contractor shall advise the ordering Fleet Service Center representative by telephone of when the lubricant(s) will be available. Notification will be within two (2) hours after the order is sent. If the Contractor cannot provide the backordered lubricant within five (5) working days, the City reserves the right to purchase the lubricant on the open market and charge the Contractor the difference between the Contract price and the purchase price.

29.13 The Contractor shall provide, upon request, a monthly and/or yearly total of all lubricants purchased by Fleet Services. The City prefers that the report be in an electronic format that may be sorted, or other City-approved format. The report shall include date purchased, invoice number, lubricant number, lubricant description, price per lubricant, and total dollar amount for all lubricants purchased.

### **30. Delivery Requirements.**

30.1 Delivery shall be made as specified herein during normal City business hours Monday through Friday between the hours of 7:00 A.M. through 5:00 P.M. local time.

30.2 Unless requested by the City, deliveries shall not be made on City-recognized legal holidays.

30.3 Lubricants transported and transferred to City storage tanks shall conform to specifications for delivery of lubricants. Contractor must utilize dedicated equipment that is compatible with lubricants to eliminate the potential for contamination (e.g. cannot be mixed with other lubricants). The City reserves the right to reject any delivery on the grounds of non-conformity or not meeting Contract specifications.

30.4 Pre-Transfer Procedures: The following procedures shall take place prior to the Contractor's transfer of lubricants from delivery trucks to City-owned tanks:

30.4.1 Upon arrival, the Contractor's Driver ("Driver") shall check in at the Service Writer's Desk to notify City personnel of their arrival. The Driver shall have a company provided photo identification badge displayed at all times while on City property.

30.4.2 The Driver shall secure the delivery truck with wheel chocks and interlocks and shall ensure that the delivery truck parking brake is set.

30.4.3 The Driver shall conduct a visual inspection of all hoses for leaks and wet spots.

30.4.4 The Driver and City personnel will take a reading to determine the current level of the storage tank. The Driver and City personnel shall compare readings to verify they match and will

verify that there is sufficient volume available in the storage tank to transfer the ordered amount of lubricant.

30.4.5 The capacity of the current volume plus the ordered lubricant shall not exceed ninety percent (90%) of the storage tank capacity. If the total amount exceeds ninety percent (90%), the Driver shall decrease the amount of lubricants to be transferred to the appropriate amount to ensure the tank is not overfilled.

30.4.6 The Driver shall verify proper alignment of all valves and proper functioning of the pumping system.

30.5 Post-Transfer Procedures: Delivery and transfer of lubricants will be performed in accordance with all applicable rules and regulations. Driver shall remain with the truck during the entirety of the lubricant transfer, and shall periodically inspect all systems, hoses and connections to ensure there are no leaks. The following procedures shall take place after the Contractor's transfer of lubricants from delivery trucks to City-owned tanks:

30.5.1 The Driver shall ensure that the transfer is complete and securely close all tank, loading and truck valves before disconnecting from the tank.

30.5.2 The Driver shall drain any residual lubricant left in the hoses into a spill pad before moving the hoses away from the connection. Spill pads shall be provided by the Contractor and Driver shall be responsible for proper disposal of used spill pads.

30.5.3 The Driver shall cap the ends of all hoses and other connecting devices prior to moving the hoses to prevent leakage.

30.5.4 The Driver and City employee shall take a reading of the tank.

30.6 City personnel shall sign the manifest acknowledging the lubricant delivery. The accuracy of the lubricant delivery will be verified by Fleet Services staff during a routine fuel inventory reconciliation process.

**EXHIBIT B**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment*

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17th day of March, 2015

CONTRACTOR Arnold Oil Company of Austin, LP  
Authorized Signature [Signature]  
Title Bid Specialist

EXHIBIT C

City of Austin, Texas

NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Dated this 17th day of March, 2015

CONTRACTOR

Authorized Signature

Title

Arnold Oil Company of Austin, LP  
[Signature]  
bid specialist

# EXHIBIT D

<b>Service Center #1</b> Jim Teague, Manager 6301-A Harold Court Austin, Texas 78721  <a href="mailto:servicecenter1@austintexas.gov">servicecenter1@austintexas.gov</a> Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233	<b>Parts Room - Service Center #1</b> Daniel Dominguez, Stores Coordinator (512) 974-1759 Harold Terry (512) 974-1763 Jose Herrera (512) 974-1772  Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #5</b> Steve Yost, Manager 714 East 8 <sup>th</sup> Street Austin, TX 78701  <a href="mailto:servicecenter5@austintexas.gov">servicecenter5@austintexas.gov</a> Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903	<b>Parts Room - Service Center #5</b> Edward Kinch, Stores Coordinator (512) 974-1889 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974.1813  Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #6</b> Homer Bradshaw, Manager 1182 Hargrave Austin, TX 78702  <a href="mailto:servicecenter6@austintexas.gov">servicecenter6@austintexas.gov</a> Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156	<b>Parts Room - Service Center #6</b> Gloria Vasquez, Stores Coordinator (512) 974-1857 Daniel, Ramirez (512) 974-1743  Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #8</b> Richard Pittman, Manager 4411-D Meinardus Austin, TX 78745  <a href="mailto:servicecenter8@austintexas.gov">servicecenter8@austintexas.gov</a> Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524	<b>Parts Room - Service Center #8</b> Amy Arredondo, Stores Coordinator (512) 974-3029 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687  Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #11</b> Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721  <a href="mailto:servicecenter11@austintexas.gov">servicecenter11@austintexas.gov</a> Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055	<b>Parts Room - Service Center #11</b> Mike Maharidge, Stores Coordinator (512) 974-9022 Edward Kinch (512) 974-9020 Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #12</b> Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744  <a href="mailto:servicecenter12@austintexas.gov">servicecenter12@austintexas.gov</a> Main Tel. No.: (512) 974-4327 / Fax No.: 512) 974-4328	<b>Parts Room - Service Center #12</b> Mike Maharidge, Stores Coordinator (512) 974-9022 Rey Degollado (512) 974-4319 Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #13</b> James Foreman, Manager 2412 Kramer Lane, Bldg A Austin, TX 78758  <a href="mailto:servicecenter13@austintexas.gov">servicecenter13@austintexas.gov</a> Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968	<b>Parts Room - Service Center #13</b> Glenn Iosbaker, Stores Coordinator (512) 491-3957  <a href="mailto:glenn.iosbaker@austintexas.gov">glenn.iosbaker@austintexas.gov</a>



<b>Fleet Tire Shop</b> <b>Brenita Selement, Stores Coordinator</b> (512) 974-1487 6301-K Harold Court Austin, TX 78721  <a href="mailto:ryan.brazil@austintexas.gov">ryan.brazil@austintexas.gov</a>	<b>Hornsby Bend</b> Ed Simpson, TP Diesel Mech. 2210 S. FM 973 Austin, TX 78725  <a href="mailto:servicecenter1@austintexas.gov">servicecenter1@austintexas.gov</a> Main Tel. No.: (512) 974-2052 / Fax No.: (512) 974-2233
<b>Materials Control</b> 6301-K Harold Court Austin, Texas 78721  <b>John Christofferson, Division Manager</b> 512-974-1750 Email: <a href="mailto:john.christofferson@austintexas.gov">john.christofferson@austintexas.gov</a>  <b>Lonnie Jones, Materials Control Supervisor,</b> Parts Rooms SC 1, 5, 6, 13 (512) 974-1744 Email: <a href="mailto:lonnie.jones@austintexas.gov">lonnie.jones@austintexas.gov</a>  <b>Henry Guerra, Materials Control Supervisor</b> Parts Rooms 8, 11, 12 (512) 974-1547 Email: <a href="mailto:henry.guerra@austintexas.gov">henry.guerra@austintexas.gov</a>	<b>Fleet Administration - Contracts &amp; Contract Compliance</b> 1190 Hargrave Street Austin, TX 78702  <b>Hazel Black, Acting Contract Compliance Supervisor.</b> (512) 974-1751 Fax: (512) 974-9170 <a href="mailto:hazel.black@austintexas.gov">hazel.black@austintexas.gov</a>  <b>Cherilyn Wadley, Contract Compliance Specialist</b> (512) 974-1768 Fax: (512) 974-1769 <a href="mailto:Cherilyn.wadley@austintexas.gov">Cherilyn.wadley@austintexas.gov</a>  <b>Niki McFarlin, Contract Compliance Associate</b> (512) 974-1540 Fax: (512) 974-1538 <a href="mailto:niki.mcfarlin@austintexas.gov">niki.mcfarlin@austintexas.gov</a>
<b>Vehicle Support and Accidents</b> <b>Julie Boring, Fleet Division Manager</b> 6400 Bolm Road Austin, TX 78721  <a href="mailto:fleetaccidentgroup@austintexas.gov">fleetaccidentgroup@austintexas.gov</a> Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630	<b>Fuel Operations and Acquisitions</b> <b>Bruce Kilmer, Fleet Division Manager</b> 1190 Hargrave Street Austin, TX 78702 <a href="mailto:Bruce.kilmer@austintexas.gov">Bruce.kilmer@austintexas.gov</a>  <a href="mailto:fleetfueloperations@austintexas.gov">fleetfueloperations@austintexas.gov</a> Main Tel. No.: (512) 974-1531 / Fax No.: (512) 974-1538
<b>Auction and Make Ready</b> <b>Eddie Goebel, Fleet Program Manager</b> 6400 Bolm Road Austin, TX 78721  <a href="mailto:auction.fleet@austintexas.gov">auction.fleet@austintexas.gov</a> <a href="mailto:fleetmakereadydepartment@austintexas.gov">fleetmakereadydepartment@austintexas.gov</a> Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630	<b>Fleet Administration – Safety</b> <b>Jo-Ann Cowan, Occupational Health &amp; Safety Spec Sr.</b> 1190 Hargrave Street Austin, TX 78702  <a href="mailto:jo-ann.cowan@austintexas.gov">jo-ann.cowan@austintexas.gov</a> Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549



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## THE LOCAL GOVERNMENT PURCHASING COOPERATIVE GENERAL INFORMATION

### Proposal Invitation No. 484-15 – Automotive Grease, Oils, Lubricants, Transmission Fluids, and Other Automotive Fluids

\*\*\*Please make sure that you have either downloaded and/or printed all sections of this Proposal. \*\*\*

1. Proposal Invitation and Forms
2. Proposal Instructions and General Terms and Conditions
3. General Information
4. Proposal Specifications

Your Proposal (including completed and signed Forms and completed Proposal Specifications) must be returned in a sealed envelope – no electronic responses will be accepted.

**NOTE: Catalogs/Pricelists must be submitted with the Proposal Specifications or the Proposal will not be considered!!!**

### INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to establish a contract for the purchase of various types of **Automotive Grease, Oils, Lubricants, Transmission Fluids and Other Automotive Fluids** that may be purchased by Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment. Purchases can be made by a Cooperative member at any time during the contract term.

### TERM OF CONTRACT

The term of this contract will be from February 1, 2015 through January 31, 2016, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members. **For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the contract during an annual contract term or may not be offered a renewal.** A renewal must be mutually agreed upon by both parties.

### VALUE OF CONTRACT

**The estimated value of this contract is \$590,000;** however, this estimate should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at the awarded discount structure and hourly rate, as applicable, for the duration of the contract and honor all purchase orders prepared by each individual Cooperative member.



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### **SERVICE FEE**

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the awarded pricing. Proposer agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon receipt of each fee invoice. Proposer agrees to provide the Cooperative with copies of all Purchase Orders generated from Proposer's contract(s) that Proposer receives directly from Cooperative members for the purpose of billing and collecting the service fee and for compiling required purchasing history. Proposer further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify the accuracy of service fees payable by Proposer.

### **CONFIDENTIAL INFORMATION**

Any information submitted by Proposer that Proposer considers to be confidential must be clearly marked as such by manually marking the information on each Proposal page.

### **AWARD AND EVALUATION**

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members. Awarded proposals will not be active on the BuyBoard until price sheets or catalogs are submitted in the proper format to be posted to the BuyBoard.

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Proposer is a Texas resident or a non-resident business.

### **TYPE OF CONTRACT**

This is a "sealed proposal" based on discount off catalog or price list and may contain a not-to-exceed hourly labor rate. All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with the Proposal.

By signing this Proposal, the Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.



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PH: 800-695-2919 · FAX: 800-211-5454 · [www.vendor.buyboard.com](http://www.vendor.buyboard.com)

### **BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

The Cooperative issued the Construction-Related Goods and Services Advisory, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory is included as Form F in the Proposal Forms associated with this Proposal Invitation. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer should sign and submit Form F regardless of type of goods or services associated with this Proposal Invitation.

### **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED**

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

### **DELIVERY RESPONSE**

Routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of purchase order. Delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

### **WARRANTY/GUARANTY**

All products purchased under this contract shall be **NEW** and free from defects.

# The Local Government Purchasing Cooperative

For the Period 2/1/2015 to 3/31/2016

Final Catalog Award Report for Auto Grease, Oils, Lubs, Transmission Fluids, & Other Auto Fluids #484-15

## 1 Discount (%) Off Catalog/Pricelist for all Automotive Oils

Vendor	Vendor Catalog Info	Percent Discount	Award
Arnold Oil Company	Arnold Oil company pricelist	20%	Yes
BG Products	BG Products pricelist	10%	Yes
Blender Direct	Blender Direct pricelist	0%	Yes
Certified Laboratories, A Div of NCH	Certified Laboratories pricelist	10%	Yes
Chemsearch, A Div Of NCH	Chemsearch pricelist	10%	Yes
J and B Industries, Inc.	J&B Lubricants pricelist	10%	No
Lubricant Product Supplies LLC	Lubricant Products and Supplies pricelist	15%	Yes
Mantek, Division of NCH Corp	Mantek pricelist	10%	Yes
McWelton, Inc.	McWelton Top Sellers pricelist	20%	Yes
NAPA Auto Parts	Napa Auto Parts pricelist	50%	Yes
Napa Center El Paso	Napa Center El Paso pricelist (25% to 55% discount)	25%	Yes
Schaeffer Manufacturing	Schaeffer Manufacturing pricelist	3%	Yes

## 2 Discount (%) Off Catalog/Pricelist for all Transmission Fluids

Vendor	Vendor Catalog Info	Percent Discount	Award
Arnold Oil Company	Arnold Oil company pricelist	20%	Yes
BG Products	BG Products pricelist	10%	Yes
Blender Direct	Blender Direct pricelist	0%	Yes
Certified Laboratories, A Div of NCH	Certified Laboratories pricelist	10%	Yes
Chemsearch, A Div Of NCH	Chemsearch pricelist	10%	Yes
J and B Industries, Inc.	J&B Lubricants pricelist	10%	No
Lubricant Product Supplies LLC	Lubricant Products and Supplies pricelist	15%	Yes
Mantek, Division of NCH Corp	Mantek pricelist	10%	Yes
McWelton, Inc.	McWelton Top Sellers pricelist	20%	Yes
NAPA Auto Parts	Napa Auto Parts pricelist	50%	Yes
Napa Center El Paso	Napa Center El Paso pricelist (25% to 55% discount)	25%	Yes
Schaeffer Manufacturing	Schaeffer Manufacturing pricelist	3%	Yes

# The Local Government Purchasing Cooperative

For the Period 2/1/2015 to 3/31/2016

Final Catalog Award Report for Auto Grease, Oils, Lubs, Transmission Fluids, & Other Auto Fluids #484-15

## 3 Discount (%) Off Catalog/Pricelist for all Grease Products

Vendor	Vendor Catalog Info	Percent Discount	Award
Arnold Oil Company	Arnold Oil company pricelist	20%	Yes
BG Products	BG Products pricelist	10%	Yes
Blender Direct	Blender Direct pricelist	0%	Yes
Certified Laboratories, A Div of NCH	Certified Laboratories pricelist	10%	Yes
Chemsearch, A Div Of NCH	Chemsearch pricelist	10%	Yes
J and B Industries, Inc.	J&B Lubricants pricelist	10%	Yes
Lubricant Product Supplies LLC	Lubricant Products and Supplies pricelist	10%	Yes
Mantek, Division of NCH Corp	Mantek pricelist	10%	Yes
McWelton, Inc.	McWelton Top Sellers pricelist	20%	Yes
NAPA Auto Parts	Napa Auto Parts pricelist	50%	Yes
Napa Center El Paso	Napa Center El Paso pricelist (25% to 55% discount)	25%	Yes
Schaeffer Manufacturing	Schaeffer Manufacturing pricelist	3%	Yes

## 4 Discount (%) Off Catalog/Pricelist for all Additive and Lubricant Products

Vendor	Vendor Catalog Info	Percent Discount	Award
ADI Performance Systems	ADI Performance Systems pricelist (10% to 15% discount)	10%	Yes
Arnold Oil Company	Arnold Oil company pricelist	20%	Yes
BG Products	BG Products pricelist	10%	Yes
Blender Direct	Blender Direct pricelist	0%	Yes
Certified Laboratories, A Div of NCH	Certified Laboratories pricelist	10%	Yes
Chemsearch, A Div Of NCH	Chemsearch pricelist	10%	Yes
J and B Industries, Inc.	J&B Lubricants pricelist	10%	Yes
Lubricant Product Supplies LLC	Lubricant Products and Supplies pricelist	10%	Yes
Mantek, Division of NCH Corp	Mantek pricelist	10%	Yes
McWelton, Inc.	McWelton Top Sellers pricelist	20%	Yes
NAPA Auto Parts	Napa Auto Parts pricelist	50%	Yes
Napa Center El Paso	Napa Center El Paso pricelist (25% to 55% discount)	25%	Yes
Schaeffer Manufacturing	Schaeffer Manufacturing pricelist	3%	Yes



# The Local Government Purchasing Cooperative

For the Period 2/1/2015 to 3/31/2016

Final Catalog Award Report for Auto Grease, Oils, Lubs, Transmission Fluids, & Other Auto Fluids #484-15

## 5 Discount (%) Off Catalog/Pricelist for all Other Automotive Fluids

Vendor	Vendor Catalog Info	Percent Discount	Award
Arnold Oil Company	Arnold Oil company pricelist	20%	Yes
BG Products	BG Products pricelist	10%	Yes
Blender Direct	Blender Direct pricelist	0%	Yes
Certified Laboratories, A Div of NCH	Certified Laboratories pricelist	10%	Yes
Chemsearch, A Div Of NCH	Chemsearch pricelist	10%	Yes
J and B Industries, Inc.	J&B Lubricants pricelist	10%	Yes
Lubricant Product Supplies LLC	Lubricant Products and Supplies pricelist	10%	Yes
Mantek, Division of NCH Corp	Mantek pricelist	10%	Yes
NAPA Auto Parts	Napa Auto Parts pricelist	50%	Yes
Napa Center El Paso	Napa Center El Paso pricelist (25% to 55% discount)	25%	Yes
Schaeffer Manufacturing	Schaeffer Manufacturing pricelist	3%	Yes

## A G E N D A



## Recommendation for Council Action (Purchasing)

Austin City Council	Item ID:	41047	Agenda Number	30.
Meeting Date:	February 26, 2015			
Department:	Purchasing			
Subject				
Authorize award and execution of a 12-month contract through the Texas Local Government Purchasing Cooperative (BuyBoard) with ARNOLD OIL COMPANY OF AUSTIN, LP for oil, grease, and lubricants in an amount not to exceed \$349,031, with two 12-month extension options in a total amount not to exceed \$349,031 per extension option, for a total contract amount not to exceed \$1,047,093.				
Amount and Source of Funding				
Funding in the amount of \$221,354 is available in the Fiscal Year 2014-2015 Operating Budget of the Fleet Services Department. Funding in the amount of \$3,333 is available in the Fiscal Year 2014-2015 Operating Budget of the Austin Fire Department. Funding in the amount of \$6,667 is available in the Fiscal Year 2014-2015 Operating Budget of the Austin Water Utility Department. Funding in the amount of \$1,333 is available in the Fiscal Year 2014-2015 Operating Budget of the Aviation Department. Funding for the remaining four months of the original contract period is contingent upon available funding in future budgets.				
Fiscal Note				
There is no unanticipated fiscal impact. A fiscal note is not required.				
Purchasing Language:	Cooperative Purchase			
Prior Council Action:				
For More Information:	Sandy Wirtanen, Buyer II, 512-974-7711			
Boards and Commission Action:	February 10, 2015 – Recommended by the Austin Airport Advisory Commission on a 5-0 vote. February 11, 2015 – Recommended by the Water & Wastewater Commission on a 7-0 vote.			
MBE / WBE:				
Related Items:	This cooperative contract will be awarded in compliance with City Code Chapter 2-9D Minority-Owned and Women-Owned Business Enterprise Procurement Program. No subcontracting opportunities were identified; therefore, no goals were established for this			

	contract.
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Additional Backup Information	
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This contract is for lubricating products for the City's fleet of vehicles and equipment. The lubricating products include motor oils, transmission fluids, gear oils, hydraulic oils, and grease. These items are essential to maintaining City vehicles in good operating condition keeping maintenance cost down and extend life cycle time when done with quality products and on timely bases. In the last 12 months Fleet services issued 138076 quarts of oil to 11338 work orders.

The lubricants will be used to repair and maintain City vehicles and equipment in the City's fleet. The City has several contracts to recycle oil and lubricant products. Currently, used oil, antifreeze, and solvents (such as those used in brake washing equipment) are recycled through a separate contract.

Arnold Oil Company is under contract with BuyBoard to supply fleet lubricants statewide as a result of a competitive bidding process. Utilizing the BuyBoard contract provides for volume discount pricing. This supply contract will be provided by contract Automotive Grease, Oils, Lubricants, Etc. # 484-15 that was competitively bid and awarded by the BuyBoard Cooperative Purchasing.