



Amendment No. 2  
to  
Contract No. GA160000034  
for  
OEM Parts for Spartan Chassis and Cab  
between  
Metro Fire Apparatus Specialists, Inc.  
and the  
City of Austin

1.0 The City hereby exercises the holdover provision of the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to holdover under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

2.0 Effective March 2, 2019, the term for the holdover will be March 2, 2019 to June 30, 2019,

3.0 The total Contract amount is unchanged for the holdover period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/02/2016-03/01/2018	\$107,356.00	\$107,356.00
Amendment No. 1: Option 1 03/02/2016-03/01/2018	\$53,678.00	\$161,034.00
Amendment No. 2: Holdover 03/02/2019 – 06/30/2019	\$0.00	\$161,034.00

4.0 MBE/WBE goals were not established for this contract.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

1-30-19

Printed Name: Andy King

Metro Fire Apparatus Specialists, Inc.  
17350 SH 249 Suite 240  
Houston, TX 77064  
Andy King  
[aking@mfas.com](mailto:aking@mfas.com)

Signature & Date:

1-31-19

Erin D'Vincent, Procurement Supervisor  
City of Austin  
Purchasing Office



Amendment No. 1  
of  
Contract No. GA160000034  
For  
OEM Parts for Spartan Chassis and Cab  
between  
Metro Fire Apparatus Specialists, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 2, 2018, to March 1, 2019. Three options remain.
- 2.0 The total contract amount is increased by \$53,678.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/02/2016 – 03/01/2018	\$107,356.00	\$107,356.00
Amendment No. 1: Option 1 03/02/2018 – 03/01/2019	\$53,678.00	\$161,034.00

- 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 & Date:

Printed Name: ANDY KING

Authorized Representative

Signature & Date:

Cindy Reyes  
Cindy Reyes, Contract Management Specialist III  
City of Austin  
Purchasing Office

Metro Fire Apparatus Specialists, Inc.  
17350 SH 249 Suite 240  
Houston, TX 77064  
Andy King  
[aking@mfas.com](mailto:aking@mfas.com)



## City of Austin

### Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 2, 2016

Metro Fire Apparatus Specialists, Inc.  
Andy King  
Operations Manager  
17350 SH 249 Suite 240  
Houston, TX 77064

Dear Mr. King:

The City approved the execution of a contract with your company for OEM parts for Spartan chassis and cab in accordance with the referenced solicitation.

Responsible Department:	Fleet Services Department
Department Contact Person:	Hazel Black
Department Contact Email Address:	Hazel.black@austintexas.gov
Department Contact Telephone:	512-974-1751
Project Name:	OEM Parts for Spartan Chassis and Cab
Contractor Name:	Metro Fire Apparatus Specialists, Inc.
Contract Number:	GA160000034
Contract Period:	3/2/2016 – 3/1/2018
Dollar Amount	\$107,356.00
Extension Options:	Four 12-month extension options at \$53,678 per option
Requisition Number:	RQM 7800 15111900101
Solicitation Type & Number:	IFB SLW0117

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  
Senior Buyer  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Metro Fire Apparatus Specialists, Inc ("Contractor")  
for  
OEM Parts for Spartan Chassis and Cab  
MA 7800 GA160000034**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Metro Fire Apparatus Specialists, Inc having offices at Houston, TX 77064 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7800 SLW0117.

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

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), 7800 SLW0117 including all documents incorporated by reference
- 1.1.3 Metro Fire Apparatus Specialists, Inc Offer, dated 1/26/2016, including subsequent clarifications

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

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of 24 months and may be extended thereafter for up to four 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

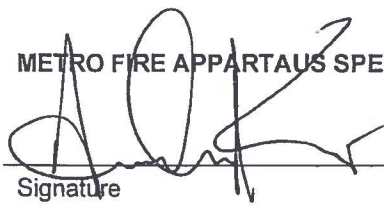
**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$107,356.00 for the initial Contract term and \$53,678.00 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

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.

METRO FIRE APPARATUS SPECIALISTS, INC.



Signature

Andy King

Printed Name of Authorized Person

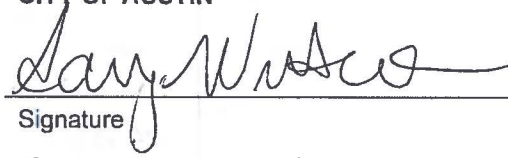
OPERATIONS MANAGER

Title

3-14-16

Date

CITY OF AUSTIN



Signature

Sandy Wirtanen

Printed Name of Authorized Person

Senior Buyer

Title

3/14/16

Date

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Metro Fire Apparatus Specialists, Inc.  
Company Address: 17350 SH 249 STE 249 HOUSTON, TX 77064  
City, State, Zip: HOUSTON, TX 77064  
Federal Tax ID No. [REDACTED]  
Printed Name of Officer or Authorized Representative: ANDY KING  
Title: OPERATIONS MANAGER  
Signature of Officer or Authorized Representative: [Signature]  
Date: 1-26-2016  
Email Address: AKING@MFAS.COM  
Phone Number: \_\_\_\_\_

**\* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **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.
4. **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.
5. **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.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **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.
8. **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.
9. **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

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PURCHASING OFFICE  
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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.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. 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 .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. 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.
- C. 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.

- 11. 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.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include 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 and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. 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.
- B. **If payment is not timely made, (per paragraph A), 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.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. 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:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. 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;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. 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;
  - v. 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;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. 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.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. 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.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. 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.

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- B. 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:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. 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;
  - iii. 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;
  - iv. 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 a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. 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.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be 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.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **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.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. 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 hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the 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.
- iv. 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.

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- v. 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.
- vi. 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.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, 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.
- viii. 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.
- ix. 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.
- x. 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.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall 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.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **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 Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **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.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the 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 and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. 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

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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.

- B. 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 mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **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. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. 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.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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FLEET SPECIFIC OEM PARTS FOR  
SPARTAN CHASSIS AND CAB**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to the bid opening date by 1:00PM CST. Any requests should be faxed to 512-974-2388 or emailed to [sandy.wirtanen@austintexas.gov](mailto:sandy.wirtanen@austintexas.gov).

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. 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 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the 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.
- iii. 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.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:  
  
City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767
- v. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Contractor shall maintain continuous coverage for the duration of this Contract and for not less than twenty-four (24) months following final completion of the work. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the work. The Contractor shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

B. **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.

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- i. 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.
  - (1). The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. 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 Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. 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.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, insurance is not required. The Contractor shall provide confirmation with price sheet if a common carrier will be used.

- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

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**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to four (4) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph "A" above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. PRE-AWARD**

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries" as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

**5. POST-AWARD**

- A. 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.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor maintains the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). 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.

**6. QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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**7. DELIVERY REQUIREMENTS**

- A. Deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See below, for delivery location.

City of Austin	Phone Numbers
Service Center #6	Main No. (512) 974-1742
Ricardo Calvino, Manager	Fax No. (512) 974-9156
Gloria Vasquez	Main No. (512) 974-1857
1182 Hargrave	
Austin, TX 78702	

- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (**reference paragraph 51 in Section 0300**).
- C. For Parts:
- i. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
  - ii. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
  - iii. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any shipment unless the Fleet delivery order specifically states "Code Red" and "Code Red" is noted on the invoice. (NOTE: The term "Code Red" means that there is a critical need for the shipment such that the City is willing to pay expedited shipping charges for delivery as specified in the Scope of Work).

**8. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)**

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, the following information: Equipment and/or parts numbers and descriptions, credit for core charge for core exchanges, documentation to support all parts charged to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number. The taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.
- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).

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- D. Monthly statements shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- E. The Contractor agrees to accept payment by credit card, 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.
- F. 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 30-day submission requirement will be considered.

9. **VERIFICATION OF CONTRACTOR'S PARTS PRICING**

- A. 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 Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- B. If during the review the 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 Contract Manager.

10. **RESTOCKING FEES**

- A. The Contractor may bill the City restocking fees (limited to 5% of the total cost of the item or items returned) for parts that are ordered by the City under the Contract and returned for refund; except that no restocking fee shall be billed for any parts returned within thirty (30) calendar days after receipt or for any parts returned during a quarterly stock lift. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. The City will permit a restocking fee greater than 5% **only** in the event that the manufacturer charges the Contractor a restocking fee greater than 5%. In order to qualify for the higher restocking fee, the Contractor shall be required to submit written evidence of the manufacturer's higher restocking fee.

11. **UNUSED INVENTORY (STOCK LIFT)**

- A. The City may require a stock lift on a quarterly basis. When required, the Contractor shall pick up and credit the City's account for items purchased during the Contract term which have not been used or have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition. The amount credited to the City's account shall be the original purchase price for the items.

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- B. The date for the quarterly stock lift shall be mutually agreed upon between the Contractor and the Fleet Services Materials Control Manager or designee.
- C. No restocking fees will be assessed for parts returned during a quarterly stock lift.
- D. At the end of the final Contract term, if the Contractor is not the successful vendor for the replacement Contract, when requested by the City, the Contractor shall pick up and refund the City for items purchased during the Contract term which were not used, provided the items are in the original cartons and in marketable condition. The amount refunded to the City shall be the original purchase price for the items less the restocking fee as outlined in the Restocking Fees provision above.

**12. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**13. HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (SDS) (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Submit copies of all documentation related to hazardous waste to both the Fleet Fuel Operations Manager and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration.
- C. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- D. The SDS, instructions and information required in paragraph "A" above must be included with each shipment under the contract.

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**14. RECYCLED PRODUCTS**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**15. PRICING REQUIREMENTS - SPECIFIED ITEMS**

- A. The Specified Items listed in Section 0600 represent the most commonly purchased items. This list of parts is an annual estimate of Specified Parts that may be purchased under the resultant contract.
- B. All Offerors must submit firm fixed pricing for the Specified Items for the first twelve (12) months of the contract. These prices may only be **adjusted on the anniversary date of the Contract** solely for the purpose of accommodating changes in the Contractor's direct costs. Any approved adjustment in the pricing of the Specified Items shall remain firm for the next twelve (12) month period of the contract.
- C. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.

**16. PRICING REQUIREMENTS - NON-SPECIFIED ITEMS**

- A. The City may purchase additional items that are available from the Contractor in various quantities using the Published Price List(s) ("Price List(s)") identified in Section 0600 under the Non-Specified Parts Section.
- B. Offeror must quote a percentage discount or markup to a Price List.
  - i. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
  - ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.
- C. Two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based shall be submitted within five (5) business days after notice of award.

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- i. **The City will accept a printed copy only if no electronic format is available. NOTE: If a Price List(s) is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes.**
  - ii. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list, the Contractor shall be required to document by written invoice the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
  - iii. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the price list, the price list number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Contract and will be used to place orders and to verify the percent discount or markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.
- D. The Price List(s) may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the documentation supporting the price revision must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least **30-calendar days** after written notification. The City reserves the right to refuse any list revision.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**17. WORKFORCE SECURITY CLEARANCE**

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

**18. ECONOMIC PRICE ADJUSTMENT –SPECIFIED PARTS**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary

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data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data.
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply:

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Weight % or \$ of Base Price: 100	
Database Name: Consumer Price Index	
Series ID: CUUR0000SETC	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Motor vehicle parts and equipment	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Parts	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

19. **PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price ( also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

20. **NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) 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 unless a longer period is specified in the City's written notice. 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 pursuant to Paragraph 27 of Section 0300.

21. **CORES (whenever applicable)**

- A. Fleet Services will return cores within thirty (30) calendar days after installation of a new or rebuilt part.
- B. If Fleet Services does not return core(s) within thirty (30) calendar days, the Contractor must contact the Fleet Service Center Manager or designee, from where the part was delivered to request that the core be returned or to request reimbursement from the City for the Core(s) at the Contract rate. If the City pays for a core and later returns it to the Contractor, the City must be reimbursed.

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- C. The City will not accept invoices for any core charges until thirty-one (31) calendar days after the installation of the new or rebuilt part.

**22. WARRANTY REQUIREMENTS - PARTS (reference Paragraph 21, Section 0300)**

- A. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship 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.
- B. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the City's work order or the Contractor's invoice for repairs. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City.
- C. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

**23. INTERLOCAL PURCHASING AGREEMENTS (applicable to competitively procured goods/services contracts).**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an Interlocal Agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal Agreement.

**24. CONTRACT MANAGER**

- A. The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Hazel Black Contract Compliance Supervisor– Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-1751 or Email: [hazel.black@austintexas.gov](mailto:hazel.black@austintexas.gov)

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK FOR  
OEM PARTS ONLY FOR  
SPARTAN CHASSIS and CAB**

**1. PURPOSE**

- 1.1 This Invitation for Bid (IFB) is to establish a Contract with a single Vendor able to provide Spartan Original Equipment Manufacturer ("OEM") parts for City of Austin ("City") Spartan Chassis and Cab. A Contract will be awarded to provide OEM parts on an as-needed basis as stipulated in this solicitation.
- 1.2 The Contract will be utilized by the Fleet Services Department. The City reserves the right to allow other City Departments to utilize the Contract.
- 1.3 The City intends to solicit bids in response to this IFB and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).
- 1.4 It is the City's preference to award a single contract for the Spartan Chassis and Cab needs of Fleet Services; however, the City reserves the right to reject all bids entirely and make multiple contract awards between a cooperative and the lowest, responsive and responsible bidder if the cooperative purchasing prices are lower than the bid prices received. Award will be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.
- 1.5 A Successful Bidder will be awarded either the entire contract, the majority of the contract, or select line items.

**2. DEFINITIONS**

- 2.1 Stock Parts are defined as high turnover parts that are most commonly needed by the City.
- 2.2 Non-Stock Parts are defined as low usage, high dollar parts that are not kept in inventory.
- 2.3. Back-ordered (or Out-of-Stock) Parts are defined as parts that are not currently in stock but have been ordered or will be ordered.
- 2.4. Code Red is a term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay express shipping charges. The Contractor shall include the term "Code Red" on invoices when the delivery orders so stipulates.
- 2.5. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.

**3. CONTRACTOR QUALIFICATIONS**

- 3.1. The Contractor must be a manufacturer's authorized representative for parts and must have an operational facility regularly engaged in the business of providing Spartan Chassis and Cab parts for a minimum of three (3) consecutive years within the last five (5) years.
- 3.2. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers within five (5) calendar days after written request by the City. Professional

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references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.

**4. CONTRACTOR'S RESPONSIBILITIES FOR PARTS**

- 4.1. The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time within the timeframe stipulated in this Scope of Work. The stock level required shall be a two-week supply of inventory, which will be determined by the City after Contract award. The City will provide the Contractor with a list of parts for the two-week supply. All parts will be ordered on an as-needed basis. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory as specified in the Pre-Award and Post-Award paragraphs in Section 0400.
- 4.2. Within five (5) business days of Contract award, the Contractor shall submit to the Fleet Services Contract Manager specified in Section 0400 two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based on the bid sheet. The City will accept a printed copy only if no electronic format is available.
- 4.3. If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list with their Offer, the Contractor shall document by written invoice from the supplier the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
- 4.4. The Contractor shall provide new parts, except for core components on renewed assemblies. Parts must meet all applicable federal, state and local requirements for quality and safety. If new parts are not available, or if Fleet Services requests them in writing (e.g. email), remanufactured or rebuilt parts may be used. Used, factory seconds, remanufactured, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
- 4.5. The Contractor shall provide OEM parts. If OEM parts are not available, any parts that are not OEM shall be approved by the Fleet Service Center Manager or designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.
- 4.6. The Contractor warrants that ALL parts are free from manufacturer defects in material and workmanship 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. This warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.
- 4.7. The Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Service Center Manager or designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the City's work order.
- 4.8. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.
- 4.9. 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 parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK FOR  
OEM PARTS ONLY FOR  
SPARTAN CHASSIS and CAB**

- 4.10. 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 parts. The request will include the part number, part description, delivery requirements, and a unique delivery order number.
- 4.11. The Contractor shall confirm the quantity to be shipped to the ordering Fleet Service Center representative by telephone or email within two (2) hours after the order is sent.
- 4.12. The Contractor shall ship all orders for parts 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.
- 4.13. The Contractor shall deliver Stock Parts to the ordering Fleet Service Center as follows:
- 4.13.1 Parts ordered before 10:00 AM shall be delivered to ordering the Fleet Service Center no later than 5:00 P.M. the same working day the order is sent. Parts 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" parts that the Contractor does not have in inventory at the time the City places the order
- 4.14. The Contractor shall deliver Non-Stock Parts 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.
- 4.15. The Contractor shall deliver Back-ordered (or out-of-stock) Parts to the Fleet Service Center 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 part(s) will be available. Notification will be within two (2) hours after the order is sent. If the Contractor cannot provide the backordered part within five (5) working days, the City reserves the right to purchase the part on the open market and charge the Contractor the difference between the Contract price and the purchase price in accordance with the Performance paragraph in Section 0400.
- 4.16. The Contractor shall deliver "Code Red" orders based on the distance of the Contractor's premises from the Texas State Capitol as indicated below:
- |  |   |
|--|---|
| 4.16.1. <u>Distance from the Texas State Capitol</u> | <u>Required Delivery Time after the order is sent</u> |
| Less than or equal to 150 miles                      | Four (4) Business Hours                               |
| Greater than 150 miles                               | Next Business Day                                     |
- 4.16.2. A delivery fee may be assessed for any "Code Red" orders placed by the City as indicated on the Bid Sheet, Section 0600. "Code Red" must be noted on the invoice when authorized by the City.
- 4.17. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts 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, part number, part description, price per part, and the total dollar amount for all parts purchased.

**5. DELIVERY REQUIREMENTS**

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. except for City-recognized legal holidays and weekends unless requested by Fleet Services in advance (Section 0300, Paragraph 52 for City Holidays).

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK FOR  
OEM PARTS ONLY FOR  
SPARTAN CHASSIS and CAB**

**6. MILEAGE**

Mileage is not reimbursable, and shall not be billed. However, the Contractor may charge one flat fee as indicated on the Bid Sheet for Code Red deliveries when requested by the City.

**7. EMERGENCY CONTRACTOR SUPPORT**

- 7.1. Immediately following contract award, Contractor shall provide the City with an emergency contingency plan that identifies the City as a priority customer in the event of an emergency situation during the term of the contract and through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 7.2. In the event of an emergency, the contractor and all subcontractors shall agree to follow the direction of the Fleet Director, or designee, to assure that parts are delivered when and where the City requires them.
- 7.3. Contractor shall consider all City orders as priority and provide preferential treatment to the City throughout the entire contract term. This is a requirement due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

**BID SHEET  
CITY OF AUSTIN ("CITY") - FLEET SERVICES  
OEM PARTS ONLY FOR SPARTAN CHASSIS AND CAB**

**Solicitation No.: IFB SLW0117**

**Special Instructions:** A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

**SECTION 1 -- SPECIFIED ITEMS (MOST FREQUENTLY ORDERED ITEMS)**

Bidder must be able to guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400 for the Specified Items listed below. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Section 3 for the Non-Specified Items.

Revisions to Specified Items may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

LINE ITEM	CITY PART NUMBER	DESCRIPTION	INDICATE PRICE LIST OFFERED	MANUFACTURER'S PART NUMBER	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.1	249EE8	WINDOW REGULATOR	SPARTAN, NO PRICE LIST OFFERED	0400-EE8-001	4	EA	\$ 99.94	\$ 399.76
1.2	0125-EE8	WINDOWSHIELD	SPARTAN, NO PRICE LIST OFFERED	0125-EE8	2	EA	\$ 356.59	\$ 713.18
1.3	1377-KK1-007	STEERING SHAFT	SPARTAN, NO PRICE LIST OFFERED	1377-KK1-007	2	EA	\$ 373.67	\$ 747.34
1.4	0636-CC3	SPRING HANGER	SPARTAN, NO PRICE LIST OFFERED	0636-CC3	2	EA	\$ 224.63	\$ 449.26
1.5	987-EE1-001	CAB TILT MOTOR	SPARTAN, NO PRICE LIST OFFERED	0987-EE1-001	1	EA	\$ 943.61	\$ 943.61
1.6	744-EE1	CAB LATCH LOCK	SPARTAN, NO PRICE LIST OFFERED	0744-EE1	2	EA	\$ 231.89	\$ 463.78
1.7	091-9-1200	CHARGE BATTERY W/AIR PUMP	KUSSMAUL 2016	52-21-1100 *Updated P/N*	2	EA	\$ 1,200.60	\$ 2,401.20
1.8	091-9B-1	COMPRESSOR AIR 110V	KUSSMAUL 2016	091-9B-1	2	EA	\$ 530.84	\$ 1,061.68
1.9	0915520120 (0314-GG5-008)	EJECT ELECTRICAL AUTO RELAY	KUSSMAUL 2016	091-55-20-120 *Updated P/N*	6	EA	\$ 266.80	\$ 1,600.80
1.10	400166	CORE EVAPORATOR	SPARTAN, NO PRICE LIST OFFERED	400166	1	EA	\$ 647.34	\$ 647.34
1.11	15-1513	MOTOR HVAC BLOWER	SPARTAN, NO PRICE LIST OFFERED	15-1513	4	EA	\$ 114.12	\$ 456.48
1.12	00088	VALVE CAD TILT	SPARTAN, NO PRICE LIST OFFERED	7209	1	EA	\$ 199.30	\$ 199.30
1.13	0191-GG2	TURN LIGHT SIDE	SPARTAN, NO PRICE LIST OFFERED	0191-GG2	3	EA	\$ 21.28	\$ 63.84
1.14	0278-GG1-067	CHARGER BATTERY	SPARTAN, NO PRICE LIST OFFERED	0278-GG1-067	19	EA	\$ 923.97	\$ 17,555.43
1.15	0314-GG5-008	EJECT ELECTRICAL AUTO RELAY	SPARTAN, NO PRICE LIST OFFERED	0314-GG5-008	39	EA	\$ 365.32	\$ 14,247.48
1.16	0400-EE8-001	REGULATOR DRIVER SIDE WINDOW	SPARTAN, NO PRICE LIST OFFERED	0400-EE8-001	1	EA	\$ 99.94	\$ 99.94
1.17	0400-EE8-002	REGULATOR CAB WINDOW RH	SPARTAN, NO PRICE LIST OFFERED	0400-EE8-002	1	EA	\$ 99.94	\$ 99.94
1.18	091-187-12-IND	CHARGER BATTERY	KUSSMAUL 2016	091-187-12-REMOTE *Updated P/N*	1	EA	\$ 799.48	\$ 799.48
1.19	091-189-12	INDICATOR BATTERY ASM	KUSSMAUL 2016	091-189-12	19	EA	\$ 129.72	\$ 2,464.68
1.20	091-9B-1	COMPRESSOR AIR 110V	KUSSMAUL 2016	091-9B-1	6	EA	\$ 530.84	\$ 3,185.04
1.21	0977-KK1-83003	SWITCH LIGHT TURN SIGNAL	SPARTAN, NO PRICE LIST OFFERED	0977-KK1-83003	5	EA	\$ 107.81	\$ 539.05
1.22	103893PS	VALVE CAB AIR SEAT	SPARTAN, NO PRICE LIST OFFERED	103893PS	5	EA	\$ 59.21	\$ 296.05
1.23	1255-MM5	VALVE BRAKE SOLENOID	SPARTAN, NO PRICE LIST OFFERED	1255-MM5	13	EA	\$ 107.35	\$ 1,395.55
1.24	1498-LL2-001	WRAP EXHAUST	SPARTAN, NO PRICE LIST OFFERED	1498-LL2-001	50	EA	\$ 2.11	\$ 105.50
1.25	15-1513	MOTOR HVAC BLOWER	SPARTAN, NO PRICE LIST OFFERED	15-1513	2	EA	\$ 114.12	\$ 228.24
1.26	1522KIT	HORN ACCESSORIES AIR KIT	SPARTAN, NO PRICE LIST OFFERED	1522	7	EA	\$ 21.96	\$ 153.72
1.27	251-EE8	HANDLE CAB WINDOW CRANK	SPARTAN, NO PRICE LIST OFFERED	0251-EE8	2	EA	\$ 17.90	\$ 35.80

1.28	3511-RR6-001	BELT CAB SEAT	SPARTAN, NO PRICE LIST OFFERED	3511-RR6-001	9	EA	\$	139.85	\$	1,258.65
									S	\$ 52,612.12

**SECTION 2 -- DELIVERY CHARGE FOR CODE RED ITEMS ONLY**

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
2.1	Flat fee for "Code Red" deliveries, to be made as specified in the Scope of Work after the order is sent.	10	EA	No Bid	No Bid
TOTAL EXTENDED PRICE FOR SECTIONS 1 AND 2:					\$ 52,612.12

**SECTION 3 -- NON-SPECIFIED ITEMS**

Bidder must be able to provide other repair parts for Spartan Chassis and Cab that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

Revisions to the prices may only be adjusted using the Pricing Requirements - Non-Specified Items provision in Section 0400.

Bidder shall provide the manufacturer(s) of the parts, the latest effective date of the identified price list(s), the name and number of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

LINE ITEM	MANUFACTURER OF THE PARTS	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
3.1	<u>SPARTAN</u>	Name <u>N/A/NO PRICE LIST</u> Number <u>AVAILABLE</u>	<u>N/A</u>	<u>—</u> % Discount, Or <u>22</u> % Markup
3.2	<u>KUSSMAUL</u>	Name <u>KUSSMAUL 2016</u> Number _____		<u>8</u> % Discount, Or <u>—</u> % Markup

3.3	_____	Name _____ Number _____	_____	_____ % Discount, Or _____ % Markup
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**SECTION 4 -- CONFIRMATION OF REQUIREMENTS**

4.1	Is bidder able to provide "Code Red" deliveries as specified in the Scope of Work? <u>Required Delivery Time after the order is sent</u> Four (4) Business Hours	<input type="radio"/> YES <input checked="" type="radio"/> NO
4.2	State the distance your Facility is to the Texas State Capitol.	_____ MILES

DELIVERY TERMS: FOB Destination, Freight Pre-paid and Allowed

DELIVERY METHOD: COMMON CARRIER ☒ VENDOR STAFF \_\_\_\_\_

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

**NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).**

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

*\*METRO FIRE w/ LOCATIONS IN HOUSTON & MANSFIELD, TX  
WOULD NOT BE CONSIDERED LOCAL FOR THIS BID.*

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

**Section 0700: Reference Sheet**

The Offeror shall furnish, with the Offer, the following information, for at least five recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

Responding Company Name METRO FIRE APPARATUS SPECIALISTS, INC.

1. Company's Name NADA City of FORT WORTH  
Name and Title of Contact Kirk Vasilyev - Parts  
Present Address 5021 James Ave  
City, State, Zip Code Fort Worth, TX 76115  
Telephone Number 817,392-6656 Fax Number 817,392-7880  
Email Address Kirk.Vasilyev@fortworthtexas.gov

2. Company's Name SUGAR LAND FIRE DEPARTMENT  
Name and Title of Contact Clay Fenwick - Chief  
Present Address 111 Gillingham Lane  
City, State, Zip Code Sugar Land, TX 77478  
Telephone Number 281,275-2861 Fax Number 281,275-2878  
Email Address CFenwick@sugarlandtx.gov

3. Company's Name Temple City GARAGE  
Name and Title of Contact Kirk M. Scopac - Asst. Director  
Present Address 3210 East Avenue H, Bldg B  
City, State, Zip Code Temple, TX 76501  
Telephone Number 254,298-5153 Fax Number 254,298-5157  
Email Address Kscopac@templetx.gov

4. Company's Name

BRYAN FIRE DEPARTMENT

Name and Title of Contact

Julian Medina - Quartermaster

Present Address

300 West William J Bryan Pkwy

City, State, Zip Code

Bryan, TX 77803

Telephone Number

979, 209-5987 Fax Number 979, 209-5989

Email Address

jmedina @bryantx.gov

5. Company's Name

CITY OF DALLAS FIRE DEPARTMENT

Name and Title of Contact

David Leigh-Manuell - Sr. Store Keeper

Present Address

5000 Dolphin Rd

City, State, Zip Code

Dallas, TX 75223

Telephone Number

214, 670-8917 Fax Number 214, 670-8861

Email Address

David.Leigh-Manuell@dallascityhall.com

**Section 0835: Non-Resident Bidder Provisions**

Company Name Metro Fire Apparatus Specialists, inc

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: na Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: na

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER: IFB SLW0117

PROJECT NAME: OEM PARTS FOR SPARTAN CHASSIS & CAB

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer 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 Bidder/Proposer 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.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No   /   If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes        If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Metro Fire Apparatus Specialists, inc

Company Name

ANDU KINH

Name and Title of Authorized Representative (Print or Type)

[Signature]

Signature

1-26-16

Date

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER: IFB SLW0117

PROJECT NAME: DEM PARTS FOR SPARTAN CHASSIS & CAB

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	<u>N/A</u>		
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

ANDY KINH  
Name and Title of Authorized Representative (Print or Type)  
[Signature]  
Signature

1-26-16  
Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	<u>N/A</u>		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant	<u>N/A</u>		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

## 2016 Domestic Dealer Price List - Catalog 120

Page	Part Number	Description	List Price
<b>Section 1 - Battery Chargers and Battery Savers</b>			
5	445-4290-5	LPC 7 Charger	\$ 247.00
6	091-200-12	LPC 40, w/Bar Graph Display	\$ 918.00
6	091-200-12-194	LPC 40, w/Status Center	\$ 1,002.00
6	091-200-12-194-WT-XX	LPC 40, w/Watertight Display	\$ 1,033.00
6	091-207-12	LPC 20, w/Bar Graph Display	\$ 586.00
6	091-207-12-194B	LPC 20, w/Status Center	\$ 670.00
6	091-207-12-194B-WT-XX	LPC 20, w/Watertight Display	\$ 701.00
6	091-200-EZM	EZ Mounting Plate	\$ 47.00
7	091-206-12	LPC 80, w/Bar Graph Display	\$ 1,338.00
7	091-206-12-194C	LPC 80, w/Status Center	\$ 1,422.00
7	091-206-12-194C-WT-XX	LPC 80, w/Watertight Display	\$ 1,453.00
8	445-5393-0	EV-20, Charger	\$ 574.00
8	445-5399-0	EV-20, Charger & Display	\$ 594.00
8	445-5262-0	EV-40, Charger	\$ 909.00
8	445-5265-0	EV-40, Charger & Single Display	\$ 929.00
8	445-5264-0	EV-40, Charger & Dual Display	\$ 949.00
8	444-5279-0	Mounting Plate, EV20/40	\$ 47.00
8	444-5280-0	Kick Plate Guard, EV20/40	\$ 12.00
9	091-165-12	Auto Charge 12	\$ 417.00
9	091-165-12-DV	Auto Charge 12 DV	\$ 449.00
9	091-170-12	Auto Charge 12 HO	\$ 583.00
9	091-170-DV-12	Auto Charge 12 HO-DV	\$ 686.00
9	091-170-PIM	Auto Charge 12 HO-PIM	\$ 722.00
9	091-12PIM	Auto Charge 12 PIM	\$ 497.00
9	091-165-016	Single Bar Graph Display	\$ 115.00
9	091-199-001	Single Bar Graph Display	\$ 115.00
9	091-11-102-12	LED Display	\$ 47.00
10	091-215-12	Auto Charge 1000 PLC, w/Bar Graph Display	\$ 583.00
10	091-215-12-194B	Auto Charge 1000 PLC, w/Status Center	\$ 667.00
10	091-215-12-194B-WT-XX	Auto Charge 1000 PLC, w/Watertight Display	\$ 698.00

## 2016 Domestic Dealer Price List - Catalog 120

Page	Part Number	Description	List Price
11	091-216-20/20	Auto Charge 20/20	\$ 813.00
12	091-187-12	Auto Charge 1200	\$ 869.00
12	091-187-12-194	Auto Charge 1200, w/Status Center	\$ 953.00
12	091-200-EZM	E-Z Slide Mount Plate	\$ 47.00
13	091-187-12-REMOTE	Auto Charge 1200 Remote	\$ 869.00
13	091-187-12-R-194	Auto Charge 1200 Remote, w/Status Center	\$ 953.00
13	091-187-12-R-194-WT-XX	Auto Charge 1200 Remote, w/Watertight Display	\$ 984.00
13	091-200-EZM	E-Z Slide Mount Plate	\$ 47.00
14	091-35/10	Auto Charge 35/10, w/Bar Graph Display	\$ 976.00
15	091-216-40/20	Auto Charge 40/20, w/Bar Graph Display	\$ 1,205.00
15	091-216-40/20-194	Auto Charge 40/20, w/Status Center	\$ 1,289.00
15	091-216-40/20-194-WT-XX	Auto Charge 40/20, w/Watertight Display	\$ 1,320.00
16	091-31-12	Auto Charge 1	\$ 130.00
16	091-7-12	Maintenance Master	\$ 302.00
16	091-7-24	Maintenance Master, 24 Volt	\$ 322.00
17	091-11-12	Auto Charge 11	\$ 480.00
17	091-11DV-12	Auto Charge 11 DV	\$ 508.00
17	091-11HO-12	Auto Charge 11 HO	\$ 624.00
17	091-11HO-DV-12	Auto Charge 11 HO-DV	\$ 665.00
17	091-11HO-PIM	Auto Charge 11 HO-PIM	\$ 723.00
17	091-11PIM	Auto Charge 11 PIM	\$ 554.00
17	091-11-127	Dual Bar Graph Display	\$ 124.00
17	091-11-102-12	LED Display	\$ 47.00
18	091-237-12	Auto Charge 2000 PLC, w/ Dual Bar Graph Display	\$ 645.00
19	091-89-12	Auto Charge 4000, w/ Dual Bar Graph Display	\$ 1,025.00
19	091-200-EZM	E-Z Slide Mount Plate	\$ 47.00
20	091-66-12	Auto Charge D, w/ Dual Bar Graph Display	\$ 829.00
20	091-74-12	Auto Charge D2, w/ Triple Bar Graph Display	\$ 910.00
21	091-10-12	Auto Charge 20	\$ 698.00
21	091-10-24	Auto Charge 20, 24 Volt	\$ 725.00
21	091-10-DV-12	Auto Charge 20 DV	\$ 750.00

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Page	Part Number	Description	List Price
21	091-10PIM	Auto Charge 20 PIM	\$ 809.00
21	091-118-022-12	Triple Bar Graph Display	\$ 132.00
21	091-11-102-12	LED Display	\$ 47.00
22	091-206-24	LPC 45, w/Bar Graph Display	\$ 1,338.00
22	091-206-24-194C	LPC 45, w/Status Center	\$ 1,408.00
22	091-206-24-194C-WT-XX	LPC 45, w/Watertight Display	\$ 1,428.00
23	091-90-12	Euro Charger I	\$ 480.00
23	091-90-24	Euro Charger I, 24 Volt	\$ 506.00
23	091-162-12	Euro Charger I VHO	\$ 988.00
23	091-162-24	Euro Charger I VHO, 24 Volt	\$ 998.00
23	091-117-12	Euro Charger II	\$ 526.00
23	091-117-24	Euro Charger II, 24 Volt	\$ 551.00
23	091-143-12	Euro Charger II VHO	\$ 944.00
23	091-143-24	Euro Charger II VHO, 24 Volt	\$ 970.00
23	091-118-12	Euro Charger III	\$ 718.00
23	091-118-24	Euro Charger III, 24 Volt	\$ 744.00
23	091-90-012-12	LED Display	\$ 47.00
23	091-94-12E	Single Bar Graph Display	\$ 115.00
23	091-11-127-12	Dual Bar Graph Display	\$ 124.00
23	091-118-022-12	Triple Bar Graph Display	\$ 132.00
24	440-4910-0	WP-35, Waterproof Charger	\$ 1,000.00
25	091-195-12	Low Ripple Battery Saver HO	\$ 427.00
25	091-195-12-USB	Low Ripple Battery Saver HO, w/USB	\$ 460.00
<b>Section 2 - Battery Indicators and Meters</b>			
27	023-4400-0	Engine Monitor, VOTT	\$ 759.00
27	023-4500-0	Generator/AC System Monitor, VAAFH	\$ 935.00
27	091-247	Generator/AC System Monitor, VAAFH-AC/DC	\$ 935.00
28	091-194X-IND-WT-XX	Status Center in Watertight Housing	\$ 230.00
28	091-194X-IND	Status Center in Standard Housing	\$ 199.00
28	091-189-12	Status Center, Single Battery Display	\$ 141.00
28	091-189-2-12	Status Center, Dual Battery Display	\$ 164.00

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Page	Part Number	Description	List Price
28	091-189-12-3.5D	Status Center, Single Battery Display	\$ 154.00
28	091-189-2-12-3.5D	Status Center, Dual Battery Display	\$ 175.00
28	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 231.00
28	091-198-12-PP	Auto Pump Status Center Display, Voltage PSI	\$ 291.00
29	091-94-XX	Single Battery Bank Voltage Display	\$ 115.00
29	091-76-XX	Dual Battery Bank Voltage Display	\$ 124.00
29	091-118-022-XX	Triple Battery Bank Voltage Display	\$ 132.00
29	091-199-001	Single Bar Graph Display	\$ 115.00
29	091-39-IND	Dual Bar Graph Display	\$ 124.00
29	091-74-IND	AC D2, Triple Bar Graph Display	\$ 132.00
29	091-200-IND	Single Bar Graph Display	\$ 115.00
29	091-66-IND	AC D, Dual Bar Graph Display	\$ 124.00
29	091-234	Mini Single Bar Graph Display	\$ 89.00
30	023-9161-0	DC Voltmeter, Analog, 8-16V	\$ 53.00
30	023-1632-0	DC Voltmeter, Analog, 16-32V	\$ 53.00
30	IN-3-15	DC Amps Gauge	\$ 36.00
30	IN-3-20	DC Amps Gauge	\$ 36.00
30	IN-3-25	DC Amps Gauge	\$ 36.00
30	IN-4	LED Display	\$ 52.00
30	091-11-102-12	LED Display	\$ 47.00
30	091-91-013	Vertical Display Mount	\$ 30.00
30	091-39-109	Display Panel Rear Seal	\$ 14.00
31	380941	DC/AC Clamp Meter	\$ 241.00
31	023-4350-0	TG-3: Temperature Display	\$ 481.00
31	497-0400-5	Digital Battery Analyzer, DBA	\$ 899.00
31	023-4346-0	DC Energy Display, DCE	\$ 430.00
31	023-4348-0	DC Voltmeter Display, DCV	\$ 250.00
<b>Section 3 - Ejection Units</b>			
33	091-18WP-120	WP Auto Eject, 15A	\$ 203.00
33	091-20WP-120	WP Auto Eject, 20A	\$ 234.00
33	091-18WP-012	WP Auto Eject (12V/240V), 15A	\$ 203.00

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Page	Part Number	Description	List Price
33	091-18-098	Dynamic Disconnect	\$ 70.00
33	091-18CP	Rear Enclosure	\$ 35.00
33	091-185-010	EZ Mounting Plate	\$ 71.00
34	091-55-15-120	Super 15 Auto Eject	\$ 261.00
34	091-55-20-120	Super 20 Auto Eject	\$ 290.00
34	091-55-15-DC	Super 15 Auto Eject - DC	\$ 261.00
34	091-55-15-120-BW	Super 15 Auto Eject, Back Wire	\$ 297.00
34	091-55-20-120-BW	Super 20 Auto Eject, Back Wire	\$ 329.00
34	091-55-15-DC-BW	Super 15 Auto Eject - DC, Back Wire	\$ 297.00
34	091-185-009	EZ Mounting Plate	\$ 71.00
35	091-55-15-120T	Super 15 Trailer Eject	\$ 312.00
35	091-55-20-120T	Super 20 Trailer Eject	\$ 343.00
35	091-55-15-DCT	Super 15 Trailer Eject - DC	\$ 312.00
35	091-55-15-120T-BW	Super 15 Trailer Eject, Back Wire	\$ 348.00
35	091-55-20-120T-BW	Super 20 Trailer Eject, Back Wire	\$ 380.00
35	091-55-15-DCT-BW	Super 15 Trailer Eject - DC, Back Wire	\$ 348.00
35	091-185-009	EZ Mounting Plate	\$ 71.00
36	091-159-30-120	Super 30 Auto Eject - 3 Pin	\$ 499.00
36	091-159-30-250	Super 30 Auto Eject - 3 Pin	\$ 499.00
36	091-159-430-250	Super 30 Auto Eject - 4 Pin	\$ 662.00
36	091-159-30-120-BW	Super 30 Auto Eject - 3 Pin, Back Wire	\$ 536.00
36	091-159-30-250-BW	Super 30 Auto Eject - 3 Pin, Back Wire	\$ 536.00
36	091-159-430-250-BW	Super 30 Auto Eject - 4 Pin, Back Wire	\$ 699.00
36	091-159-CON-3P-120	Super 30 Mating Connector, 120V, 3 Pin	\$ 76.00
36	091-159-CON-3P-250	Super 30 Mating Connector, 250V, 3 Pin	\$ 76.00
36	091-159-CON-4P-250	Super 30 Mating Connector, 250V, 4 Pin	\$ 112.00
36	091-159-081-120	EZ Mounting Plate, 120V	\$ 71.00
36	091-159-081-240	EZ Mounting Plate, 240V	\$ 71.00
37	091-169-30-120	Super 30 Auto Eject - Air / Electric, 120V	\$ 679.00
37	091-169-30-250	Super 30 Auto Eject - Air / Electric, 240V	\$ 679.00
37	091-169-CON-4P-120	Super 30 Air / Electric Mating Connector, 120V	\$ 130.00

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Page	Part Number	Description	List Price
37	091-169-CON-4P-250	Super 30 Air / Electric Mating Connector, 240V	\$ 150.00
37	091-159-081-120	EZ Mounting Plate, 120V	\$ 71.00
37	091-159-081-240	EZ Mounting Plate, 240V	\$ 71.00
38	091-182-230-12	Super 16 Auto Eject	\$ 398.00
38	091-182-230-24	Super 16 Auto Eject (24V)	\$ 398.00
38	091-182-CON-3P-230	Super 16 Mating Connector, 230V	\$ 48.00
38	091-182-027-120	EZ Mounting Plate, 120V	\$ 71.00
38	091-182-027-240	EZ Mounting Plate, 240V	\$ 71.00
39	091-28	Air Eject	\$ 244.00
39	091-28-24	Air Eject (24V)	\$ 244.00
39	091-28HP	HP Air Eject	\$ 300.00
39	091-28HP-24	HP Air Eject (24V)	\$ 300.00
39	091-28AK	Weatherproof Adapter Kit	\$ 54.00
39	091-185-011	EZ Mounting Plate	\$ 108.00
39	091-9G-2	Auto Clean	\$ 161.00
40	091-3BLK	WP Auto Eject Cover, Black	\$ 29.00
40	091-3BL	WP Auto Eject Cover, Blue	\$ 29.00
40	091-3GY	WP Auto Eject Cover, Gray	\$ 29.00
40	091-3RD	WP Auto Eject Cover, Red	\$ 29.00
40	091-3WH	WP Auto Eject Cover, White	\$ 29.00
40	091-3YW	WP Auto Eject Cover, Yellow	\$ 29.00
40	091-55BLK	Super Auto Eject Cover, Black	\$ 29.00
40	091-55BL	Super Auto Eject Cover, Blue	\$ 29.00
40	091-55GY	Super Auto Eject Cover, Gray	\$ 29.00
40	091-55RD	Super Auto Eject Cover, Red	\$ 29.00
40	091-55WH	Super Auto Eject Cover, White	\$ 29.00
40	091-55YW	Super Auto Eject Cover, Yellow	\$ 29.00
40	091-182BLK	Super 16 Auto Eject Cover, Black	\$ 47.00
40	091-182BL	Super 16 Auto Eject Cover, Blue	\$ 47.00
40	091-182GY	Super 16 Auto Eject Cover, Gray	\$ 47.00
40	091-182RD	Super 16 Auto Eject Cover, Red	\$ 47.00

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Page	Part Number	Description	List Price
40	091-182WH	Super 16 Auto Eject Cover, White	\$ 47.00
40	091-182YW	Super 16 Auto Eject Cover, Yellow	\$ 47.00
40	091-159BLK	Super 30 Auto Eject Cover, Black	\$ 52.00
40	091-159BL	Super 30 Auto Eject Cover, Blue	\$ 52.00
40	091-159GY	Super 30 Auto Eject Cover, Gray	\$ 52.00
40	091-159RD	Super 30 Auto Eject Cover, Red	\$ 52.00
40	091-159WH	Super 30 Auto Eject Cover, White	\$ 52.00
40	091-159YW	Super 30 Auto Eject Cover, Yellow	\$ 52.00
40	091-NP-01	091-3XX, Air Eject Nameplate	\$ 3.00
40	091-NP-02	091-3XX, Air Compressor Nameplate	\$ 3.00
40	091-NP-03	091-3XX, Battery Charger Nameplate	\$ 3.00
40	091-NP-04	091-3XX, Block Heater Nameplate	\$ 3.00
40	091-NP-05	091-3XX, Battery Charger, Block Heater Nameplate	\$ 3.00
40	091-NP-06	091-3XX, Battery Charger, Air Compressor Nameplate	\$ 3.00
40	091-NP-07	091-3XX, Battery Charger, Air Compressor, Block Heater Nameplate	\$ 3.00
40	091-NP-KIT	091-3XX, Nameplate Kit, All 7 Nameplates	\$ 15.00
40	091-55NP-01	091-55XX, Air Eject Nameplate	\$ 3.00
40	091-55NP-02	091-55XX, Air Compressor Nameplate	\$ 3.00
40	091-55NP-03	091-55XX, Battery Charger Nameplate	\$ 3.00
40	091-55NP-04	091-55XX, Block Heater Nameplate	\$ 3.00
40	091-55NP-05	091-55XX, Battery Charger, Block Heater Nameplate	\$ 3.00
40	091-55NP-06	091-55XX, Battery Charger, Air Compressor Nameplate	\$ 3.00
40	091-55NP-07	091-55XX, Battery Charger, Air Compressor, Block Heater Nameplate	\$ 3.00
40	091-55NP-KIT	091-55XX, Nameplate Kit, All 7 Nameplates	\$ 15.00
41	VW-7	Wiring Kit, 15A	\$ 130.00
41	VW-9	Wiring Kit, 20A	\$ 145.00
41	VW-8	Wiring Kit, 15A - DC	\$ 135.00
41	VW-10	Wiring Kit, 15A	\$ 71.00
41	VW-12	Wiring Kit, 20A	\$ 80.00
41	VW-11	Wiring Kit, 15A - DC	\$ 83.00
41	VW-4	Wiring Kit, 15A	\$ 86.00

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Page	Part Number	Description	List Price
41	VW-5	Wiring Kit, 20A	\$ 95.00
41	VW-2	Wiring Kit, 15A - DC	\$ 86.00
41	VW-3	30' Wire, 14 AWG	\$ 49.00
41	VW-6	30' Wire, 12 AWG	\$ 57.00
41	091-18D-14	Retractable Cord, 14 AWG, 20'	\$ 159.00
41	091-18D-12	Retractable Cord, 12 AWG, 20'	\$ 213.00
41	5278C	Male Receptacle, 15A	\$ 27.00
41	5378C	Male Receptacle, 20A	\$ 30.00
41	5678C	Male Receptacle, 15A - DC	\$ 29.00
41	5-15P-H	Connector, 15A	\$ 19.00
41	5-20P-H	Connector, 20A	\$ 29.00
41	6-15P-H	Connector, 15A - DC	\$ 26.00
41	091-55-069	Connector Protector	\$ 7.00
41	091-3-157	DC Connector	\$ 43.00
41	WPR-1	AC Connector	\$ 102.00
<b>Section 4 - Air Compressors</b>			
43	091-9-12V	Auto Pump 12V	\$ 507.00
43	091-9-12V-AD	Auto Pump 12V - Auto Drain	\$ 681.00
43	091-9G	Auto Clean	\$ 46.00
43	091-9-131	Auto Drain for 12V Pump	\$ 171.00
43	091-9-12V-HP-H	Mounting Plate - Auto Pump 12V	\$ 28.00
43	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 231.00
43	091-150	Auto Pump Timer	\$ 112.00
44	091-9-12V-HP-HOR	Auto Pump 12V HP - Horizontal	\$ 571.00
44	091-9-12V-HP-VER	Auto Pump 12V HP - Vertical	\$ 571.00
44	091-150	Auto Pump Timer	\$ 112.00
44	091-9-12V-HP-H	Mounting Plate - Auto Pump 12V HP	\$ 28.00
44	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 231.00
45	091-9B-1	Auto Pump AC	\$ 577.00
45	091-9B-1-AD	Auto Pump AC - Auto Drain	\$ 753.00
45	091-9B-220	Auto Pump AC (240V)	\$ 618.00

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Page	Part Number	Description	List Price
45	091-9-089	Auto Drain for 120V Pump	\$ 171.00
45	091-150-115	Auto Pump Timer	\$ 139.00
45	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 231.00
45	091-9H-1	Mounting Plate - Auto Pump 120V	\$ 28.00
46	091-9HP	Auto Pump AC HP	\$ 629.00
46	091-9HP-AD	Auto Pump AC HP - Auto Drain	\$ 806.00
46	091-9HP-220	Auto Pump AC HP (240V)	\$ 673.00
46	091-9-090	Auto Drain for 120V HP Pump	\$ 171.00
46	091-150-115	Auto Pump Timer	\$ 139.00
46	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 231.00
46	091-9HP-H	Mounting Plate - Auto Pump 120V HP	\$ 28.00
47	091-150	Auto Pump Timer	\$ 112.00
47	091-150-115	Auto Pump Timer	\$ 139.00
47	091-9-12V-HP-H	Mounting Plate - Auto Pump 12V	\$ 28.00
47	091-9H-1	Mounting Plate - Auto Pump 120V	\$ 28.00
47	091-9HP-H	Mounting Plate - Auto Pump 120V HP	\$ 28.00
47	091-9G	Auto Clean, Auto Pump 12V	\$ 46.00
47	091-9G-B1	Auto Clean, Auto Pump AC	\$ 51.00
47	091-9G-B1-BOWL	Auto Clean, Auto Pump AC, Bowl Only	\$ 27.00
47	091-9G-B1-BOWL-M	Auto Clean, Auto Pump AC, Bowl Only, Metal	\$ 35.00
47	091-205	Auto Pump Tester	\$ 210.00
47	091-9-131	Auto Drain for 12V Pump	\$ 171.00
47	091-9-089	Auto Drain for 120V Pump	\$ 171.00
47	091-9-090	Auto Drain for 120V HP Pump	\$ 171.00
<b>Section 5 - Kits and Packages</b>			
49	51-21-1100	Pump Plus 1000 PLC System, w/ Bar Graph Display	\$ 1,040.00
49	51-21-3100	Pump Plus 1000 PLC System, w/ Status Center	\$ 1,118.00
49	51-21-410X	Pump Plus 1000 PLC System, w/ Watertight Status Center	\$ 1,146.00
49	091-215-12-PP	Pump Plus 1000 PLC Charger, w/ Bar Graph Display	\$ 613.00
49	51-21-3200	Pump Plus 1000 PLC Charger, w/ Status Center	\$ 697.00
49	51-21-420X	Pump Plus 1000 PLC Charger, w/ Watertight Status Center	\$ 728.00

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Page	Part Number	Description	List Price
50	52-21-1100	Pump Plus 1200 System, w/ Bar Graph Display	\$ 1,305.00
50	52-21-3100	Pump Plus 1200 System, w/ Status Center	\$ 1,383.00
50	52-21-410X	Pump Plus 1200 System, w/ Watertight Status Center	\$ 1,412.00
50	091-193-12	Pump Plus 1200 Charger, w/ Bar Graph Display	\$ 899.00
50	52-21-3200	Pump Plus 1200 Charger, w/ Status Center	\$ 983.00
50	52-21-420X	Pump Plus 1200 Charger, w/ Watertight Status Center	\$ 1,014.00
51	53-21-1100	Pump Plus 2000 PLC System, w/ Bar Graph Display	\$ 1,097.00
51	091-237-12-PP	Pump Plus 2000 PLC Charger, w/ Bar Graph Display	\$ 675.00
52	56-21-1100	Pump Plus HO System	\$ 943.00
52	091-9C-HO-CHARGER	Pump Plus HO Charger	\$ 509.00
52	IN-4	LED Display	\$ 52.00
53	54-21-1100	Pump Plus D System, w/ Bar Graph Display	\$ 1,268.00
53	091-9-DPP-CHARGER	Pump Plus D Charger, w/ Bar Graph Display	\$ 859.00
54	53-22-1106	Pump Plus 2000 PLC WP Kit, Yellow Cover	\$ 1,314.00
54	51-22-1204	Pump Plus 1000 PLC 15A WP Kit, Red Cover	\$ 1,257.00
54	52-22-1105	Pump Plus 1200 WP Kit, White Cover	\$ 1,522.00
54	52-22-4106	Pump Plus 1200 WP Kit, w/Watertight SC, Yellow Cover	\$ 1,629.00
54	53-23-1106	Pump Plus 2000 PLC Super Kit, Yellow Cover	\$ 1,366.00
54	51-23-1204	Pump Plus 1000 PLC 15A Super Kit, Red Cover	\$ 1,309.00
54	52-23-1105	Pump Plus 1200 Super Kit, White Cover	\$ 1,574.00
54	52-23-4106	Pump Plus 1200 Super Kit, w/Watertight SC, Yellow Cover	\$ 1,681.00
55	53-02-1106	Auto Charge 2000 PLC WP Kit, Yellow Cover	\$ 816.00
55	51-02-1204	Auto Charge 1000 PLC 15A WP Kit, Red Cover	\$ 758.00
55	52-02-4106	Auto Charge 1200 Remote WP Kit, w/Watertight SC, Yellow Cover	\$ 1,131.00
55	53-03-1106	Auto Charge 2000 PLC Super Kit, Yellow Cover	\$ 868.00
55	51-03-1204	Auto Charge 1000 PLC 15A Super Kit, Red Cover	\$ 810.00
55	52-03-4106	Auto Charge 1200 Remote Super Kit, w/Watertight SC, Yellow Cover	\$ 1,183.00
56	53-05-1100	Auto Charge 2000 PLC Pump Kit	\$ 1,134.00
56	51-13-1100	Auto Charge 1000 PLC HP Pump Kit	\$ 1,125.00
56	52-05-1100	Auto Charge 1200 Remote Pump Kit	\$ 1,342.00
56	52-09-4106	Auto Charge 1200 Remote Pump Kit, w/Watertight SC	\$ 1,608.00

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57	53-06-1106	Auto Charge 2000 PLC Pump WP Kit, Yellow Cover	\$ 1,352.00
57	51-14-1204	Auto Charge 1000 PLC HP Pump 15A WP Kit, Red Cover	\$ 1,342.00
57	52-10-4106	Auto Charge 1200 Remote Pump WP Kit, w/Watertight SC, Yellow Cover	\$ 1,825.00
57	53-07-1106	Auto Charge 2000 PLC Pump Super Kit, Yellow Cover	\$ 1,404.00
57	51-15-1204	Auto Charge 1000 PLC HP Pump 15A Super Kit, Red Cover	\$ 1,394.00
57	52-11-4106	Auto Charge 1200 Rem. Pump Super Kit, w/Watertight SC, Yellow Cover	\$ 1,877.00
<b>Section 6 - Solar Power Charging</b>			
58	091-241-50W	Dura Flex Solar Panel Kit, 50W	\$ 589.00
58	091-241-100W	Dura Flex Solar Panel Kit, 100W	\$ 799.00
59	091-246-20W	Dura Ridge Solar Panel Kit, 20W	\$ 420.00
59	091-246-50W	Dura Ridge Solar Panel Kit, 50W	\$ 499.00
59	091-246-100W	Dura Ridge Solar Panel Kit, 100W	\$ 649.00
<b>Section 7 - 120/240 VAC Equipment</b>			
61	020-0018-5	AC/DC Distribution Panel - ACCY-IIX	\$ 112.00
61	020-0008-9	AC / DC Distribution Panel - ACCY-IX	\$ 189.00
61	020-0003-5	AC Distribution Panel - AC-IX	\$ 229.00
61	020-0004-5	AC Distribution Panel - AC-II	\$ 94.00
61	020-1061-0	DC Distribution Panel - ES-6	\$ 585.00
61	020-1070-0	AC Distribution Panel - ES-7	\$ 585.00
61	020-1030-0	AC/ DC Distribution Panel - ES-3	\$ 1,095.00
61	020-1040-0	AC / DC Distribution Panel - ES-4	\$ 1,330.00
61	020-1050-0	AC / DC Distribution Panel - ES-5	\$ 2,795.00
63	091-134	Auto Interlock II	\$ 158.00
63	091-134-230	Auto Interlock II (240V)	\$ 199.00
63	091-134A	Auto Interlock III	\$ 252.00
63	091-197	Auto Interlock IV	\$ 478.00
64	430-1200-0	Inv-Chgr - 1200W / 12V / 50A, 12-1200IC	\$ 1,598.00
64	430-1215-0	Inv-Chgr - 1500W / 12V / 75A, 1500TQ-12	\$ 2,850.00
64	430-1220-0	Inv-Chgr - 2000W / 12V / 125A, 2000TQ-12	\$ 3,295.00
64	430-1230-0	Inv-Chgr - 3000W / 12V / 150A, 3000TQ-12	\$ 4,650.00
64	430-2424-0	Inv-Chgr - 2400W / 24V / 75A, 2400TQ-24	\$ 3,725.00

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64	430-2436-0	Inv-Chgr - 3600W / 24V / 90A, 3600TQ-24	\$ 4,850.00
64	020-4289-0	12-1200 Inverter Status Panel	\$ 95.00
64	020-4290-0	12-1200 Charger Status Panel	\$ 95.00
64	430-2438-5	Inverter-Charger Status Control Panel	\$ 349.00
65	450-0700-0	Inverter - 700W, 12V, SP 700	\$ 678.00
65	450-1000-0	Inverter - 1000W, 12V, SP 1000	\$ 698.00
65	450-1500-0	Inverter - 1500W, 12V, SP 1500	\$ 995.00
65	450-2000-0	Inverter - 2000W, 12V, SP 2000	\$ 1,357.00
65	450-3000-0	Inverter - 3000W, 12V, SP 3000	\$ 1,859.00
65	450-0050-0	Inverter Remote Display, CR-8	\$ 39.00
<b>Section 8 - DC Power Management</b>			
67	425-5230-0	Mobile Data Power - UPS, MDP-25	\$ 639.00
67	425-2988-0	NAV-PAC Power Conditioner, NP-12	\$ 485.00
67	426-3222-0	StartGuard, NS-12	\$ 200.00
68	460-0123-0	Voltage Stabilizing Converter, 12-12-3i	\$ 170.00
68	460-1212-0	Voltage Stabilizing Converter, 12-12-6i	\$ 285.00
68	460-0610-0	Voltage Stabilizing Converter, 12-12-12i	\$ 760.00
68	460-0617-0	Voltage Stabilizing Converter, 12-12-35i	\$ 1,295.00
68	091-137	Battery Saver Filter	\$ 94.00
68	380-2010-1	Noise Filter - PC-10	\$ 68.00
68	380-1258-1	Noise Filter - PC-25	\$ 100.00
68	420-2403-0	DC Converter, 24-12-3	\$ 140.00
68	420-3826-0	DC Converter, 32-12-6	\$ 295.00
68	420-3550-0	DC Converter, 32-12-10	\$ 370.00
68	420-3535-0	DC Converter, 32-12-15	\$ 430.00
68	420-3544-0	DC Converter, 32-12-25	\$ 605.00
68	420-3545-0	DC Converter, 32-12-35	\$ 810.00
68	420-3536-0	DC Converter, 32-12-50	\$ 935.00
69	091-139-CONT-12	Battery Isolator I Controller	\$ 95.00
69	091-208-CONT-12	Battery Isolator 3 Controller	\$ 91.00
69	091-139-SOL-12HO	Battery Isolator I & 3 Solenoid	\$ 88.00

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70	091-141	Load Manager P	\$ 129.00
70	091-141-24	Load Manager P (24V)	\$ 129.00
70	390-0030-5	Power Timer, Encapsulated	\$ 95.00
71	091-96-12	Load Manager - 1H	\$ 89.00
71	091-96-24	Load Manager - 1H (24V)	\$ 89.00
71	091-167-12	Load Manager - 1HP	\$ 147.00
72	091-32	Load Manager	\$ 328.00
72	091-79	Load Manager 2	\$ 145.00
72	091-79-24	Load Manager 2 (24V)	\$ 145.00
73	091-27	Soft Start	\$ 188.00
73	091-214-12	Timer-X, 12V	\$ 102.00
73	091-214-24	Timer-X, 24V	\$ 102.00
73	091-214-120/240	120/240 Vac Adapter for Timer-X	\$ 18.00
74	091-22-2	Auto Current	\$ 66.00
74	091-22-3	Auto Current	\$ 66.00
74	091-22-5	Auto Current	\$ 66.00
74	091-22-6	Auto Current	\$ 66.00
74	091-22-100	Auto Current	\$ 160.00
74	091-22-A	Auto Current A	\$ 80.00
74	091-22-A-6	Auto Current A	\$ 80.00
75	091-22F-2	Auto Current F	\$ 88.00
75	091-22F-3	Auto Current F	\$ 88.00
75	091-22F-5	Auto Current F	\$ 88.00
75	091-22F-6	Auto Current F	\$ 88.00
75	091-22-100-F	Auto Current F	\$ 165.00
75	091-22F-A	Auto Current F-A	\$ 95.00
75	091-22F-A-6	Auto Current F-A	\$ 95.00
76	091-45	UV OV Relay	\$ 162.00
76	091-108-012	OV Relay	\$ 91.00
77	091-85-12	Low Voltage Alarm	\$ 116.00
77	091-85-24	Low Voltage Alarm, 24V	\$ 116.00

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Page	Part Number	Description	List Price
77	091-85-12/24	Low Voltage Alarm, 12/24V	\$ 116.00
77	091-98-12	Alternate Action Relay	\$ 81.00
78	091-103-012-A	Time Delay Relay DODO	\$ 93.00
78	091-103-012-B	Time Delay Relay DODO	\$ 93.00
78	091-103-012-C	Time Delay Relay DODO	\$ 93.00
78	091-103-012-D	Time Delay Relay DODO	\$ 93.00
78	091-103-012-E	Time Delay Relay DODO	\$ 93.00
78	091-103-012-F	Time Delay Relay DODO	\$ 93.00
78	091-32-029N-12	2 Relay Board	\$ 54.00
78	091-32-029P-12	2 Relay Board	\$ 54.00
78	091-32-029N-24	2 Relay Board	\$ 54.00
78	091-32-029P-24	2 Relay Board	\$ 54.00
78	091-32-024N-12	4 Relay Board	\$ 77.00
78	091-32-024P-12	4 Relay Board	\$ 77.00
78	091-32-024N-24	4 Relay Board	\$ 77.00
78	091-32-024P-24	4 Relay Board	\$ 77.00
79	390-5711-0	Power Distribution System, PDS-100	\$ 296.00
<b>Section 9 - Installation Accessories</b>			
81	091-185-010	EZ Mounting Plate - WP Auto Eject	\$ 71.00
81	091-185-009	EZ Mounting Plate - Super Auto Eject	\$ 71.00
81	091-182-027-120	EZ Mounting Plate - Super 16 Auto Eject, 120 Vac	\$ 71.00
81	091-182-027-240	EZ Mounting Plate - Super 16 Auto Eject, 240 Vac	\$ 71.00
81	091-159-081-120	EZ Mounting Plate - Super 30 Auto Eject, 120 Vac	\$ 71.00
81	091-159-081-240	EZ Mounting Plate - Super 30 Auto Eject, 240 Vac	\$ 71.00
81	091-185-011	EZ Mounting Plate - Air Eject, 12V	\$ 108.00
81	091-185-013	EZ Mounting Plate - Air Eject, 24V	\$ 108.00
81	091-228-002-120	EZ Mounting Plate - Indicator and Super Auto Eject, 120 Vac	\$ 82.00
81	091-228-002-240	EZ Mounting Plate - Indicator and Super Auto Eject, 240 Vac	\$ 82.00
81	091-185-006	EZ Mounting Plate - Small Chargers	\$ 29.00
81	091-185-007	EZ Mounting Plate - Medium Chargers	\$ 32.00
81	091-185-008	EZ Mounting Plate - Large Chargers	\$ 32.00

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Page	Part Number	Description	List Price
81	091-200-EZM	EZ Slide Mounting Plate	\$ 47.00
81	091-9-12V-HP-H	Mounting Plate - Auto Pump 12V	\$ 28.00
81	091-9H-1	Mounting Plate - Auto Pump 120V	\$ 28.00
81	091-9HP-H	Mounting Plate - Auto Pump 120V HP	\$ 28.00
82	090-0030-0	Waterproof Circuit Breakers - 30A, WBS-30	\$ 33.00
82	090-0040-0	Waterproof Circuit Breakers - 40A, WBS-40	\$ 33.00
82	090-0050-0	Waterproof Circuit Breakers - 50A, WBS-50	\$ 33.00
82	090-0060-0	Waterproof Circuit Breakers - 60A, WBS-60	\$ 33.00
82	090-0080-0	Waterproof Circuit Breakers - 80A, WBS-80	\$ 33.00
82	090-0100-0	Waterproof Circuit Breakers - 100A, WBS-100	\$ 33.00
82	090-0120-0	Waterproof Circuit Breakers - 120A, WBS-120	\$ 33.00
82	090-0150-0	Waterproof Circuit Breakers - 150A, WBS-150	\$ 33.00
82	100-4407-5	Fuse Block, AFB-500	\$ 32.00
82	100-0XXX-0	ANL Fuse, (80, 100, 150, 200, 250, 300, 350, 400 or 500)	\$ 19.00
83	007-3001-0	PX-1 Waterproof Junction Box - 6 Terminals	\$ 27.00
83	007-3002-0	PX-2 Waterproof Junction Box - 12 Terminals	\$ 33.00
83	007-3003-0	PX-3 Waterproof Junction Box - 18 Terminals	\$ 50.00
83	007-6001-0	BX-1 Weatherproof Junction Box - 6 Position	\$ 39.00
83	007-6002-0	BX-2 Weatherproof Junction Box - 12 Position	\$ 49.00
83	007-6003-0	BX-3 Weatherproof Junction Box - 11 Position	\$ 58.00
84	007-2010-0	Waterproof Fitting, Right Angle Series - RA-1	\$ 34.00
84	007-2020-0	Waterproof Fitting, Right Angle Series - RA-2	\$ 42.00
84	007-2030-0	Waterproof Fitting, Right Angle Series - RA-3	\$ 42.00
84	007-2070-0	Waterproof Fitting, Right Angle Series - RA-7	\$ 42.00
84	007-2003-0	Waterproof Fitting, CCX Series - CCX-R	\$ 52.00
84	007-2004-0	Waterproof Fitting, CCX Series - CCX-S	\$ 44.00
84	007-2005-0	Waterproof Fitting, CCX Series - CCX-T	\$ 44.00
84	002-3595-2	Bus Bar - BB-2 - 2 Studs	\$ 43.00
84	002-3595-0	Bus Bar - BB-2/8 - 2 Studs/8 Screws	\$ 68.00
84	002-3595-5	Bus Bar - BB-5 - 5 Studs	\$ 79.00
84	002-3595-8	Bus Bar - BB-8 - 8 Studs	\$ 109.00

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Page	Part Number	Description	List Price
84	064-3589-1	Terminal Strip - 8 Terminal TS- 2x4	\$ 24.00
84	064-3589-2	Terminal Strip - 16 Terminal TS 2 x 8	\$ 32.00
<b>Section 10 - Engine/Vehicle Accessories</b>			
86	091-220-20-120	Auto Reel	\$ 702.00
86	091-220-20-120-AS	Auto Reel, w/ Auto Safe	\$ 749.00
86	L4545 12 3 3	Power Cord Reel	\$ 449.00
86	RT450-OLP	Air Line Reel	\$ 250.00
87	091-133-T	RF Transmitter	\$ 187.00
87	091-133-R	RF Receiver	\$ 236.00
88	091-148-12	Safety Lock	\$ 81.00
88	091-155	Safety Lock 3	\$ 116.00
88	091-160	Safety Lock 4	\$ 129.00
88	091-174	Safety Lock D	\$ 106.00
89	117-1002-5	Intercom 2 Station Phone, PI-2 Black	\$ 82.00
89	117-1002-8	Intercom 2 Station Phone, PI-2 White	\$ 82.00
89	117-1010-5	Intercom 10 Station Phone, PI-10 Black	\$ 95.00
89	117-1010-8	Intercom 10 Station Phone, PI-10 White	\$ 95.00
89	117-1022-5	Intercom Sys - 2 Station, PI-2 Set Black	\$ 229.00
89	117-1022-8	Intercom Sys - 2 Station, PI-2 Set White	\$ 229.00
89	117-0100-0	Remote Buzzer	\$ 12.00
89	091-84	High Idle - Auto-Throttle	\$ 126.00
90	091-239	Dashmount Accessory	\$ 180.00
90	091-178-10A	10 Door Display - LED	\$ 125.00
90	091-178-7A	7 Door Display - LED	\$ 125.00
90	091-178-8	Open Door Alarm	\$ 125.00
90	091-178-9	Open Door Alarm - Relay Output	\$ 125.00
91	091-219	USB Dual Port, 3.1A	\$ 40.00
91	091-219-4	USB Dual Port, 4.2A	\$ 50.00
91	091-219-4N	USB Dual Port, Eaton NGR, 4.2A	\$ 50.00
91	091-227	Data Port, RJ45	\$ 33.00
91	091-227-RJ11	Data Port, RJ11	\$ 33.00

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Page	Part Number	Description	List Price
92	091-222	Auto Touch, Toggle Switch	\$ 36.00
92	091-222-MOM	Auto Touch, Momentary Switch	\$ 36.00
92	091-222-TD-1	Auto Touch, Times Delay	\$ 36.00
92	091-224	Temperature Monitor, °F	\$ 129.00
92	091-224C	Temperature Monitor, °C	\$ 129.00
93	091-231-E	Shore Power Alarm, Eaton Euro	\$ 49.00
93	091-231-N	Shore Power Alarm, Eaton NGR	\$ 49.00
93	091-231-S	Shore Power Alarm, Eaton SVR	\$ 49.00
93	091-248-E	Air Line Alarm, Eaton Euro	\$ 89.00
93	091-248-N	Air Line Alarm, Eaton NGR	\$ 89.00
93	091-248-S	Air Line Alarm, Eaton SVR	\$ 89.00
93	091-226	Bluetooth Module	\$ 150.00
93	091-226-007	Bluetooth Module, Optional Microphone	\$ 24.00
<b>Spare Parts Pricing</b>			
<b>Ejection Units</b>			
	ADS42	POP RIVET, 1/8" STEEL	\$ 1.00
	C091-18-053	HOUSING, MOUNTING FLANGE	\$ 21.00
	FVL1210-4R2	#8 RING LUG, 10-12 AWG INSULATED	\$ 1.00
	FVL1614-4R2	#8 RING LUG, 16-14 AWG INSULATED	\$ 1.00
	LC049HJ01M	SPRING, SOLENOID RETURN	\$ 1.00
	091-18-008	EJECT SPRING, AUTO EJECT WP	\$ 4.00
	091-18-016	BRACKET ASSY, AUTO EJECT	\$ 49.00
	091-18-046	120V VOLT, 15 AMP LABEL	\$ 1.00
	091-18-057	EJECT PIN, AUTO EJECT	\$ 10.00
	091-18-065-1	GASKET, WP COVER, ROUND	\$ 4.00
	091-18-065-2	GASKET, WP COVER, RECTANGULAR	\$ 4.00
	091-18-066	COVER SPRING, AUTO EJECT	\$ 3.00
	091-18-102	SOLID PIN MOLDED RECEPTACLE 15A 120V	\$ 44.00
	091-18-103	SOLID PIN UPGRADE KIT, 20AMP 120V	\$ 77.00
	091-18-104	SOLID PIN UPGRADE KIT, 15AMP 120V	\$ 51.00
	091-18-105	SOLID PIN MOLDED RECEPTACLE 20A 120V	\$ 44.00

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Page	Part Number	Description	List Price
	091-18-107	SOLID PIN 15AMP COMPLETE UPGRADE KIT	\$ 94.00
	091-18-108	SOLID PIN 20AMP COMPLETE UPGRADE KIT	\$ 124.00
	091-18-116	GROUND PIN ASSY, AUTO EJECT WP	\$ 8.00
	53732-87	SOLENOID, AUTO EJECT, 12 V DC	\$ 27.00
	53732-88	SOLENOID, AUTO EJECT, 24 V DC	\$ 31.00
	FS350-1-12	SOLENOID SUPER AE 15 & 20AMP 12 VOLT	\$ 28.00
	FS350-1-24	SOLENOID SUPER AE 15 & 20AMP 24 VOLT	\$ 28.00
	V3L2913-D9	MICRO SWITCH, SUPER AUTO EJECT	\$ 11.00
	091-55-001	MOLDED EJECTION PIN SUPER AUTO EJECT	\$ 6.00
	091-55-005	SUPER AUTO EJECT, EJECTING ARM	\$ 13.00
	091-55-027	SPACER, RUBBER (TRIGGER)	\$ 1.00
	091-55-028	TRIGGER, SUPER AUTO EJECT	\$ 10.00
	091-55-039	S. AUTO EJECT, MICRO SWITCH BRACKET	\$ 14.00
	091-55-041-DC-SLD	RECEPTACLE, UPGRADE KIT, 15A 12/250V	\$ 59.00
	091-55-041-15-SLD	RECEPTACLE, UPGRADE KIT 15A 120VOLT	\$ 59.00
	091-55-041-20-SLD	RECEPTACLE, UPGRADE KIT 20AMP 120V	\$ 59.00
	091-55-048	EJECT SPRING KIT, SUPER AUTO EJECT	\$ 10.00
	091-55-056	BUMPER, RUBBER, UNDER ARM	\$ 2.00
	091-55-058	240 VOLT, 15 AMP LABEL	\$ 2.00
	091-55-062	FLAT PIN, POSITIVE, SUPER AUTO EJECT	\$ 5.00
	091-55-063	PIN, GROUND, SUPER AUTO EJECT	\$ 5.00
	091-55-067	COVER, REAR, INJ. MOLDED FOR SUP A/E	\$ 18.00
	091-55-068	GASKET	\$ 2.00
	091-55-072	PLASTIC RECEPTACLE BOTTOM	\$ 4.00
	091-55-075	EJECT BRACKET ASSY, SUPER AUTO EJECT	\$ 40.00
	091-55-081	POWER CORD ASSEMBLY, 20AMP	\$ 30.00
	091-55-082	POWER CORD ASSEMBLY, 15AMP	\$ 26.00
	091-55-087	POWER CORD ASSEMBLY, EURO	\$ 26.00
	091-55-089	FLAT PIN ASSY, 15 AMP,250 VOLT, EURO	\$ 6.00
	091-55-090	FLAT PIN ASSY, 15 AMP,120 VOLT, EURO	\$ 6.00
	091-55-091	FLAT PIN ASSY, 20 AMP, EURO WIRE	\$ 6.00

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Page	Part Number	Description	List Price
	091-55-099	SOLENOID INPUT WIRE	\$ 14.00
	091-55-106	FLAT PIN, NEUTRAL, SUPER AUTO EJECT	\$ 3.00
	091-55-121	GASKET, EURO COVER BASE	\$ 4.00
	091-55-122	GASKET, EURO COVER LID, ROUND	\$ 4.00
	091-55-137	COVER,REAR,FOR BACK-WIRE SUP A/E	\$ 29.00
	091-55-139-15-DC	RECEPTACLE, REPLACEMENT 15A 12/250V	\$ 52.00
	091-55-139-15-120	RECEPTACLE, REPLACEMENT 15AMP 120V	\$ 52.00
	091-55-139-20-120	RECEPTACLE, REPLACEMENT 20AMP 120V	\$ 52.00
	091-159-001	GROUND PIN	\$ 8.00
	091-159-002	LINE PIN	\$ 7.00
	091-159-007	GEAR RACK RETAINER	\$ 6.00
	091-159-008	GEAR, PINION	\$ 8.00
	091-159-009	BRACKET TERMINAL STRIP	\$ 14.00
	091-159-010	MOUNTING BRACKET (COMPLETE A.E.)	\$ 33.00
	091-159-011	GASKET, MOUNTING BRACKET	\$ 4.00
	091-159-013	SUPER 30 COVER GASKET	\$ 4.00
	091-159-019	MOTOR/GEARBOX ASSEMBLY	\$ 198.00
	091-159-021	GEAR RACK SUPER 30	\$ 6.00
	091-159-023	NEUTRAL PIN ASSEMBLY	\$ 12.00
	091-159-024	LINE PIN ASSEMBLY	\$ 14.00
	091-159-025	GROUND PIN ASSEMBLY	\$ 14.00
	091-159-028	CONE ASSY, WIRES AND PLUG SENSOR PIN	\$ 74.00
	091-159-036	HOUSING MACHINED	\$ 34.00
	091-159-037	MOTOR BRACKET, NYLON MOLDED	\$ 12.00
	091-159-045	250 VOLT RECEPTACLE	\$ 13.00
	091-159-046-BL	CONE, 250 VOLT, BLUE	\$ 15.00
	091-159-046-YW	CONE, 120 VOLT, YELLOW	\$ 15.00
	091-159-060	COVER ASSY, REAR, STANDARD	\$ 26.00
	091-159-069	120 VOLT RECEPTACLE	\$ 13.00
	091-159-073	120 TO 250 VOLT PIG TAIL	\$ 224.00
	091-159-074	SUPER 30 AE BACK COVER, BACK WIRE	\$ 33.00

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Page	Part Number	Description	List Price
	091-159-077	120V/20A TO 120V/30A,1 FOOT,PIG TAIL	\$ 164.00
	091-159-PLATE	MOUNTING PLATE FOR SUPER 30	\$ 27.00
	700226FX	250V.MALE CONNECTOR TO MAKE PIG TAIL	\$ 80.00
	091-28-016	O RING KIT, AIR EJECT	\$ 8.00
	091-28-12-SOL	AIR EJECT SOLENOID 12 VOLT DC	\$ 68.00
	091-28-24-SOL	AIR EJECT SOLENOID 24 VOLT DC	\$ 68.00
	091-28AK HARDWARE PACK	WEATHERPROOF ADAPTER KIT, HARDWARE	\$ 3.00
	091-28AK-PLATE	MOUNTING PLATE FOR ADAPTER KIT	\$ 16.00
	091-28-BEZEL	BEZEL AIR EJECT	\$ 16.00
	091-28-CV	CHECK VALVE, FOR AIR EJECT	\$ 23.00
	091-28-FC	FEMALE COUPLER	\$ 15.00
	091-28HP-12-SOL	AIR EJECT HP SOLENOID 12 VOLT DC	\$ 79.00
	091-28HP-24-SOL	AIR EJECT HP SOLENOID 24 VOLT DC	\$ 79.00
	091-28-MC	MALE COUPLER	\$ 8.00
	091-28-PRO	PLASTIC PROTECTOR FOR FEMALE COUPLER	\$ 8.00
<b>Air Compressors</b>			
	91627076	BRUSH CARD AND CIRC. BRKER ASSEMBLY	\$ 66.00
	091-28-CVSS	BALL CHECK VALVE, FOR 120V PUMPS	\$ 33.00
	091-9-957	UNLOADER KIT FOR AUTO PUMP 091-9B-1	\$ 123.00
	091-9-SOL-KIT	ELECTRONIC UNLOADER VALVE KIT	\$ 105.00
	3X681	PRESSURE SWITCH	\$ 27.00
	3X681-BRK	PRESSURE SWITCH WITH CIR. BREAKER	\$ 51.00
	3X682	PRESSURE SWITCH WITH UNLOADER	\$ 37.00
	3X683	PRESSURE SWITCH WITH BRASS COUPLER	\$ 40.00
	3X684	PRESSURE SWI W/CIR. BREAKER HP PUMP	\$ 58.00
	K354	091-9B-1 REBUILD KIT, 2 PORT HEAD	\$ 110.00
	K757	091-9B-1 REBUILD KIT, 6 PORT HEAD	\$ 123.00
	K770A	091-9-12V REBUILD KIT	\$ 174.00
	SK668	SERVICE KIT, AUTO PUMP (091-9HP)	\$ 85.00
<b>(1) Net Price 20% - All dealers that have not spent \$2K for Calendar Year 2015</b>			

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Page	Part Number	Description	List Price
<b>(2) Net Price 30% - Quantity Discount 1-9, All dealers over \$2K</b>			
<b>(3) Net Price 35% - Quantity Discount 10-49, All dealers over \$2K</b>			
<b>(4) Net Price 40% - Quantity Discount 50+, All dealers over \$2K</b>			
<b>***** Contact a Sales Representative for Pricing and Availability</b>			
<b>* This Price List is for Reference Only, All Items Subject to Price Increase without Notification</b>			
<b>* For All Kit Item Substitutions not Listed, Please Contact a Sales Representative for Pricing</b>			
<b>* All Models Available with 220V Input for \$50.00 Additional</b>			
<b>* All Products Subject to a Restocking Charge</b>			
<b>* No Returns on Orders Under \$50.00</b>			
<b>* Printed in U.S.A.</b>			