



Amendment No. 3
to
Contract No. GA14000011
for
EC120 Helicopter Component Parts
Between
Airbus Helicopters Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 12, 2016 to December 11, 2017. No options will remain.
- 2.0 The total contract amount is increased by \$150,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/12/2013 – 12/11/2014	\$150,000.00	\$150,000.00
Amendment No. 1: Option 1 – Extension 12/12/2014 – 12/11/2015	\$150,000.00	\$300,000.00
Amendment No. 2: Option 2 – Extension 12/12/2015 – 12/11/2016	\$150,000.00	\$450,000.00
Amendment No. 3: Option 3 – Extension 12/12/2016 – 12/11/2017	\$150,000.00	\$600,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: [Signature] 12/9/2016

Printed Name: Abe Kulkarni
Or other Authorized Representative

Airbus Helicopters Inc.
2701 Forum Drive
Grand Prairie, Texas 75052
Abe Kulkarni
Abe.kulkarni@airbus.com
972-772-7371
spares@eurocopterusa.com

Sign/Date: [Signature] 12/14/16

Gage Loots
Corporate Purchasing Manager
Austin Energy
Purchasing Office
721 Barton Springs Road
Austin, Texas 78704



Amendment No. 2
to
Contract No. GA140000011
for
EC120 Helicopter Component Parts
Between
Airbus Helicopters Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 12, 2015 to December 11, 2016. One option will remain.
- 2.0 The total contract amount is increased by \$150,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/12/2013 – 12/11/2014	\$150,000.00	\$150,000.00
Amendment No. 1: Option 1 – Extension 12/12/2014 – 12/11/2015	\$150,000.00	\$300,000.00
Amendment No. 2: Option 2 – Extension 12/12/2015 – 12/11/2016	\$150,000.00	\$450,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: Abe Kulkarni 12/8/15

Printed Name: Abe Kulkarni
Or other Authorized Representative

Airbus Helicopters Inc.
2701 Forum Drive
Grand Prairie, Texas 75052
Abe Kulkarni
Abe.kulkarni@airbus.com
972-772-7371
spares@eurocopterusa.com

Sign/Date: Linell Goodin-Brown 12/14/16

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. GA140000011
for
Component Contract for Various EC120 Aircraft Parts
between
Airbus Helicopters Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 12, 2014, the term for the extension option will be December 12, 2014 to December 11, 2015 and there are two remaining options.
- 2.0 The total Contract amount is increased by \$150,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/12/13 – 12/11/14	\$150,000.00	\$150,000.00
Amendment No. 1: Option 1 12/12/14 – 12/11/15	\$150,000.00	\$300,000.00

- 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: ABE KULKARNI
Authorized Representative

Signature & Date:

Debbie DePual, Contract Compliance Supervisor
City of Austin
Purchasing Office

Airbus Helicopters Inc.
2701 N Forum Dr.
Grand Prairie, Texas 75052



**Financial and Administrative Service Department
Purchasing Office**
721 Barton Springs Road, Austin, Texas, 78704

December 12, 2013

American Eurocopter Corporation
Attn: Tracy Atterbury
2701 Forum Dr.
Grand Prairie, TX 75052-7099

Dear Tracy:

The Austin City Council approved the execution of a contract with your company for EC120 Helicopter Component Parts in accordance with the referenced solicitation.

Responsible Department:	Austin Energy
Department Contact Person:	Albert Banda
Department Contact Email Address:	Alberto.Banda@austintexas.gov
Department Contact Telephone:	512-974-5273
Project Name:	n/a
Contractor Name:	American Eurocopter Corporation
Contract Number:	MA 8700 GA140000011
Contract Period:	12/12/2013 - 12/11/2014
Dollar Amount	\$150,000.00
Extension Options:	Three 12-month options
Requisition Number:	RQM 8700 13082300551
Solicitation Number:	n/a
Agenda Item Number:	36
Council Approval Date:	11/21/13

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Albert Banda, Contract Manager at 512-974-5273.

Sincerely,

Terry Nicholson
Senior Buyer Specialist
Purchasing Office
Finance and Administrative Service Department

cc: A. Banda, APD
K. Rothert, APD
E. D'Vincent, FASD

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
American Eurocopter Corporation (“Contractor”)
for
EC120 Helicopter Component Parts
MA 8700 GA140000011**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.4 below) for the above requirement and enters into the following Contract.

This Contract is between American Eurocopter Corporation having offices at 2701 Forum Dr., Grand Prairie, TX 75052-7099 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”).

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City’s Standard Purchase Terms & Conditions, (Section 0300) incorporated by reference with the same force and effect as if they were incorporated by full text (The full text version of this Section is available, on the Internet at the following online address:
<http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-terms-conditions.pdf>.)

1.1.3 Exhibit A, Supplemental Purchasing Provisions, (Section 0400)

1.1.4 Exhibit B, American Eurocopter Corporation Offer, dated 8/1/13, 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 Standard Purchase Terms & Conditions, (Section 0300) as referenced in Section 1.1.2

1.2.3 Supplemental Purchasing Provisions, (Section 0400) as referenced in Section 1.1.3

1.2.4 Contractor’s Offer as referenced in Section 1.1.4, including subsequent clarifications

1.3 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.

1.4 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to three (3) twelve (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.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$150,000.00 for the initial Contract term and \$150,000.00 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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.

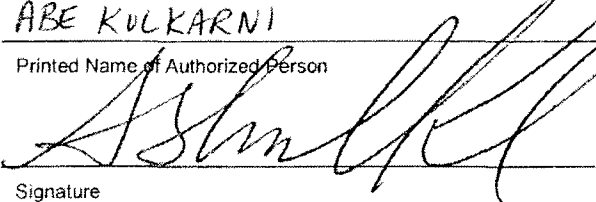
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

AMERICAN EUROCOPTER CORPORATION

CITY OF AUSTIN

ABE KULKARNI

Printed Name of Authorized Person



Signature

GOV'T CONTRACTS ADMINISTRATOR

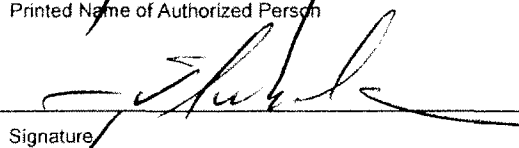
Title:

11 FEB 2014

Date:

Tom Nichols

Printed Name of Authorized Person



Signature

SR. BUYER SPEC.

Title:

2/11/14

Date:

List of Exhibits

- Exhibit A Supplemental Purchasing Provisions, (Section 0400)
- Exhibit B American Eurocopter Quotation
- Exhibit C City of Austin Non-Discrimination Certification

Exhibit A

CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this contract:

1. **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.

2. **DELIVERY REQUIREMENTS:**

Location: _____ Days: Monday through Thursday,
8:00 am – 3:30 pm

City of Austin Police Dept. Air Enforcement Unit

Lt. Kurt Rothert - (512)530-2602

4309 Emma Browning Ave

787617

- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

3. **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." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department, Financial Mgt. Office
Attn:	Lt. Kurt Rothert
Address	P.O. Box 1629
City, State Zip Code	Austin, TX 78767-1629

- B. 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.

4. **CONTRACT MANAGER:** 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:

Albert Banda

512-974-5273

Alberto.Banda@austintexas.gov

02.10.2014

Customer Address

 AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

**Quotation
Spare parts**
Type of quotation
Our order
Your P/O
Date
Customer code
Placed by
Your contact
Phone
Fax
E-mail

 Quotation
 20515049
 RFQ-AB-021014
 02.10.2014
 56002714

 Supply Services Group
 972-772-7371
 972-641-3775
 spares@eurocopterusa.com

Invoice Address

 AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

Delivery address

 AUSTIN POLICE DEPARTMENT
 5102-E GENERAL AVIATION AVE
 DEL VALLE TX 78617
 USA

In the absence of any special contract, the delivery shall be done following the general conditions of sale.

FOB Code : DOC SHIP COLLECT

Valid from : 02.10.2014

Valid to : 03.12.2014

TYPE OF DELIVERY : PARTIAL

 DELIVERY TIMES: THE DELIVERY SCHEDULE PER ITEM AND PER BATCH IS GIVEN AS AN INDICATION ONLY.
 THESE DELIVERY TIMES ARE SUBJECT TO CHANGE UPON ACCEPTANCE OF THE CORRESPONDING ORDER.

Item O Item D	Qty.	Sales Unit	Availability Date	Description Ordered PN Delivered PN	Unit price in USD	Total price in USD
	2	PC	02.10.2014	FAN ASSY 120-0260-1		
10				7052A4219001	6,702.44 / PC	13,404.88
				Discount/Surcharge	-10.00 %	-1,340.49
						12,064.39

HTS code : 8414596095

Country of origin : US USA

EQU

Customer Address

AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

Our order / date

20515049 / 02.10.2014

Item O Item D	Qty.	Sales Unit	Availability Date	Description Ordered PN Delivered PN	Unit price in USD	Total price in USD
20	2	PC	02.10.2014	BLADE ASSY C642A0300103 C642A0300103 Discount/Surcharge	3,253.72 / PC -10.00 %	6,507.44 -650.74 5,856.70
HTS code : 8803100030 Country of origin : FR France						
30	2	PC		SUPPORT,ENGINE C710G3030101 C710G3030101 Discount/Surcharge	2,504.97 / PC -10.00 %	5,009.94 -500.99 4,508.95
HTS code : 7326908588						
41	2	PC	01.21.2015	FLANGE,PULLEY,FAN C632A2161601 C632A2161602 Discount/Surcharge	4,212.00 / PC -10.00 %	8,424.00 -842.40 7,581.60
HTS code : 8803300030 Country of origin : FR France EVOL						
50	2	PC	02.10.2014	COMPRESSOR ASSEMBLY 120-0450-1 120-0450-1 Discount/Surcharge	1,162.08 / PC -10.00 %	2,324.16 -232.42 2,091.74
HTS code : 8414308050						

Customer Address

AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

Our order / date

20515049 / 02.10.2014

Item O Item D	Qty.	Sales Unit	Availability Date	Description Ordered PN Delivered PN	Unit price in USD	Total price in USD
60	2	PC	02.10.2014	AIR DRYER FILTER ES43030-2 7052A3219004 Discount/Surcharge	202.86 / PC -10.00 %	405.72 -40.57 365.15
HTS code : 8415908085 Country of origin : US USA EQU						
71	2	PC	02.10.2014	BOLT,THRUST 7050A3622038 C622A1043201 Discount/Surcharge	44.47 / PC -10.00 %	88.94 -8.89 80.05
HTS code : 7318158085 EVOL						
80	2	PC	02.10.2014	SPLIT BUSHING TORLON C635A1111201 C635A1111201 Discount/Surcharge	183.13 / PC -10.00 %	366.26 -36.63 329.63
HTS code : 8803300030 Country of origin : FR France						
91	2	PC	02.10.2014	PIN BLADE,UNEQUIPED C622A2006601 C622A2006602 Discount/Surcharge	853.37 / PC -10.00 %	1,706.74 -170.67 1,536.07
HTS code : 8803100030 EVOL						

Customer Address

AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

Our order / date

20515049 / 02.10.2014

Item O Item D	Qty.	Sales Unit	Availability Date	Description Ordered PN Delivered PN	Unit price in USD	Total price in USD
101	2	PC		MAIN HUB EQUIPED C622A1002103 C622A1002105 Discount/Surcharge	71,711.79 / PC -10.00 %	143,423.58 -14,342.36 129,081.22
	1		02.10.2014			
	1		04.15.2014			
HTS code : 8803100030 Country of origin : FR France EVOL						
110	2	PC	09.14.2015	EPICYCLIC MODULE C632A0101052 C632D0101052 Discount/Surcharge	122,273.78 / PC -10.00 %	244,547.56 -24,454.76 220,092.80
HTS code : 8803300060 Country of origin : FR France EVOD						
120	2	PC	07.07.2015	MAIN MODULE, MGB,CAPABILITY AI C632D0902052 C632D0902052 Discount/Surcharge	245,622.54 / PC -10.00 %	491,245.08 -49,124.51 442,120.57
HTS code : 8803300060 Country of origin : FR France						
131	2	PC		UPPER ADAPTOR FITTING C622A1007104 C622A1007105 Discount/Surcharge	9,938.65 / PC -10.00 %	19,877.30 -1,987.73 17,889.57
	1		02.10.2014			
	1		03.19.2014			
HTS code : 8803100030 Country of origin : FR France EVOL						

Customer Address

AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

Our order / date

20515049 / 02.10.2014

Item O Item D	Qty.	Sales Unit	Availability Date	Description Ordered PN Delivered PN	Unit price in USD	Total price in USD
141	2	PC	02.10.2014	ADAPTOR FITTING LOWER C622A1006104 C622A1006105 Discount/Surcharge	8,451.16 / PC -10.00 %	16,902.32 -1,690.23 15,212.09
HTS code : 8803100030 EVOL						
151	2	PC		STOP,SPHERICAL,LAMINATED 579-108-00 7050A3622022 Discount/Surcharge	6,711.18 / PC -10.00 %	13,422.36 -1,342.24 12,080.12
	1		02.10.2014			
	1		02.23.2015			
HTS code : 8803300030 VARI						
160	2	PC	02.10.2014	BOLT,SPEC.,SPHERICAL THRUST 7050A3622037 7050A3622037 Discount/Surcharge	254.75 / PC -10.00 %	509.50 -50.95 458.55
HTS code : 7318158085						
170	2	PC	01.12.2015	SLEEVE ASSY,UPPER C622A2008101 C622A2008101 Discount/Surcharge	10,947.40 / PC -10.00 %	21,894.80 -2,189.48 19,705.32
HTS code : 8803300030						

Customer Address

AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

Our order / date

20515049 / 02.10.2014

Item O Item D	Qty.	Sales Unit	Availability Date	Description Ordered PN Delivered PN	Unit price in USD	Total price in USD
181	2	PC		STOP,SPHERICAL,LAMINATED 579-108-00 7050A3622022 Discount/Surcharge	6,711.18 / PC -10.00 %	13,422.36 -1,342.24 12,080.12
	1		02.10.2014			
	1		02.23.2015			
HTS code : 8803300030 VARI						
190	2	PC	02.10.2014	BOLT,THRUST C622A1043201 C622A1043201 Discount/Surcharge	44.47 / PC -10.00 %	88.94 -8.89 80.05
HTS code : 7318158085						
200	2	PC	03.27.2014	LINK ASSY,SCISSORS C623A2005102 C623A2005102 Discount/Surcharge	3,022.48 / PC -10.00 %	6,044.96 -604.50 5,440.46
HTS code : 8803300030 Country of origin : FR France						
211	2	PC	02.10.2014	STAR EQUIPPED C642A0402101 C642A0402102 Discount/Surcharge	2,707.48 / PC -10.00 %	5,414.96 -541.50 4,873.46
HTS code : 8803100030 Country of origin : FR France VARI						

Customer Address

AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

Our order / date

20515049 / 02.10.2014

Item O Item D	Qty.	Sales Unit	Availability Date	Description Ordered PN Delivered PN	Unit price in USD	Total price in USD
220	2	PC	05.06.2015	TGB SPARE C652D0101055 C652D0101055 Discount/Surcharge	66,549.33 / PC -10.00 %	133,098.66 -13,309.87 119,788.79
HTS code : 8803300060 Country of origin : FR France						
230	2	PC		SERVO CONTROL SC5091-1 7050A4673006 Discount/Surcharge	15,462.35 / PC -10.00 %	30,924.70 -3,092.47 27,832.23
	1		02.10.2014			
	1		03.19.2014			
HTS code : 8412909005 Country of origin : FR France EQU						
240	2	PC	03.17.2014	coMPACT, HYDRAULIC GHC100-4 7050A4290011 Discount/Surcharge	23,474.77 / PC -10.00 %	46,949.54 -4,694.95 42,254.59
HTS code : 8412210045 Country of origin : FR France EVOD						
251	2	PC	02.10.2014	SKEW-ANGLE ROLLER BEARING 551033B 7050A3623013 Discount/Surcharge	5,469.95 / PC -10.00 %	10,939.90 -1,093.99 9,845.91
HTS code : 8483308090 Country of origin : DE Germany VARI						

Customer Address

AUSTIN POLICE DEPARTMENT
 PO Box 1629
 AUSTIN TX 78719
 USA

Our order / date

20515049 / 02.10.2014

Item O Item D	Qty.	Sales Unit	Availability Date	Description Ordered PN Delivered PN	Unit price in USD	Total price in USD
260	2	PC	02.10.2014	BEARING,BALL 593278 7050A3651001 Discount/Surcharge	911.12 / PC -10.00 %	1,822.24 -182.22 1,640.02

HTS code : 8482105008
 Country of origin : JP Japan
 EQU

Total gross amount :	1,238,766.84
Discount/Surcharge amount :	-123,876.69
Amount before tax :	1,114,890.15
Amount of tax :	0.00
Total amount, tax included :	1,114,890.15

Exhibit C

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

City of Austin, Texas Human Rights Commission

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

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

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

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

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

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

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

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

Exhibit C

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

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

Sanctions:

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

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____