



Amendment No. 2
of
Contract No. GC170000006
BuyBoard Contract #521-16
for
Auto Car Original Equipment Manufacturer ("OEM")
Parts and Service
between
Chastang Enterprises, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension will be effective December 1, 2017 to November 30, 2018. One option remains.
- 2.0 The total contract amount is increased by \$32,525.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/23/2017 – 11/30/2017	\$32,525.00	\$32,525.00
Amendment No. 1: Administrative Increase 08/22/2017	\$22,475.00	\$55,000.00
Amendment No. 2: Option 1 12/01/2017 – 11/30/2018	\$32,525.00	\$87,525.00

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

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

Signature:

Printed Name:
Authorized Representative

Mandy Vergaraus
Mandy Vergaraus

Signature:

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

Cindy Reyes

Chastang Enterprises, Inc.
P.O. Box 21127
Houston, TX 77226



Amendment No. 1
to
Contract No. GC170000006
for
Autocar Original Equipment Manufacturer ("OEM") Parts and Service
between
Chastang Enterprises, Inc. DBA Chastang Ford
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$22,475 effective 08/22/2017.
- 2.0 The total Contract amount is increased by \$22,475. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/22/2015 – 06/21/2018	\$32,525.00	\$32,525.00
Amendment No. 1: Administrative Increase 08/22/2016	\$22,475.00	\$55,000.00

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

Signature & Date:

Printed Name: Randy Sumrall
Authorized Representative

Chastang Enterprises, Inc. DBA Chastang Ford
P.O. Box 21127
Houston, TX 77226

Signature & Date:

8/23/17

Erika Larsen
Procurement Specialist II
City of Austin Purchasing Office



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

January 27, 2017

Chastang Enterprises, Inc. DBA Chastang Ford
John Smith
Parts Manager
P.O. Box 21127
Houston, TX 77226

Dear Mr. Smith:

The City of Austin approved the execution of a contract with your company for Autocar Original Equipment Manufacturer ("OEM") Parts and Service in accordance with the referenced solicitation.

Responsible Department:	FSD
Department Contact Person:	Molly Freeman
Department Contact Email Address:	molly.freeman@austintexas.gov
Department Contact Telephone:	512-974-1749
Project Name:	Autocar Original Equipment Manufacturer ("OEM") Parts and Service
Contractor Name:	Chastang Enterprises, Inc. DBA Chastang Ford
Contract Number:	GC170000006
Contract Period:	01/23/17 - 01/23/18
Dollar Amount	\$32,525 initial, \$32,525 for each option
Extension Options:	2 12-month
Solicitation Type & Number:	Coop – BuyBoard 521-16

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,

John Hilbun
Contract Administrator Corporate
City of Austin
Purchasing Office

cc: Molly Freeman, Fleet Services

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
CHASTANG ENTERPRISES, INC. (“Contractor”)
for
Autocar Original Equipment Manufacturer (“OEM”) Parts and Service
MA 7800 GC170000006**

This Contract is between Chastang Enterprises, Inc. having offices at 6200 North Loop E, Houston, Texas, 77026 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date executed by the City. Solicitation requirements are met by using Contractor’s Texas Local Government Purchasing Cooperative (“BuyBoard”) Contract No. 521-16.

1.1 This Contract is composed of the following documents:

- 1.1.1 BuyBoard Contract 521-16
- 1.1.2 This document
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Scope of Work
- 1.1.5 Exhibit C, Non-Discrimination Certificate
- 1.1.6 Exhibit D, Delivery Locations

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 BuyBoard Contract 521-16 as referenced in Section 1.1.1
- 1.2.2 This document
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 Scope of Work as referenced in Section 1.1.4

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to two 12 month extension options, subject to the extension of the cooperative contract (as referenced in Section 1.1.1 above), approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$32,525 for the initial Contract term and \$32,525 for each extension option for a total amount Not-to-Exceed \$97,575.

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.

CHASTANG ENTERPRISES, INC.

John Smith

Printed Name of Authorized Person

[Signature]

Signature

Parts Manager

Title:

1/23/2017

Date:

CITY OF AUSTIN

JOHN HILBUN

Printed Name of Authorized Person

[Signature]

Signature

CONTRACT ADMINISTRATOR

Title:

01/23/17

Date:

- Exhibit A – Supplemental Terms
- Exhibit B – Scope of Work
- Exhibit C – Non-Discrimination Certificate
- Exhibit D – Delivery Locations

EXHIBIT A
SUPPLEMENTAL TERMS

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

A. General 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.

- 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).

**EXHIBIT A
SUPPLEMENTAL TERMS**

- (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, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

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.

2. POST-EXECUTION

- A. The Contractor may be required to attend a meeting with City personnel within thirty (30) calendar days after Contract execution. 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 Exhibit B Scope of Work. 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.

3. DELIVERY REQUIREMENTS

- A. Deliveries shall be made as specified in the Exhibit B Scope of Work after the order is placed. See Exhibit D for delivery locations.

EXHIBIT A
SUPPLEMENTAL TERMS

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

4. **INVOICES and PAYMENT**

- 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.
- F. 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 Contractor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.
- G. 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 Contractor's registration with the City.

**EXHIBIT A
SUPPLEMENTAL TERMS**

H. Invoices shall be mailed to the Fleet Service Center that placed the order.

I. 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

J. The Contractor agrees to accept payment by either 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.

K. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within 30 calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

5. 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 pricing specified in BuyBoard Contract 521-16, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated.
- B. If during the review the pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within 30 calendar days after written notification from the City's Contract Manager.

6. 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 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.

7. 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

**EXHIBIT A
SUPPLEMENTAL TERMS**

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.

- 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.

8. PRICING REQUIREMENTS - SPECIFIED ITEMS

- A. Contract pricing, percentage discounts, pricing adjustments, and additional pricing information is specified in BuyBoard Contract 521-16.

9. 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.

10. 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.

11. NON-COMPLIANCE

The City will not tolerate non-compliance to the City's terms and conditions and Exhibit B Scope of Work 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 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.

12. 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

**EXHIBIT A
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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.

13. 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.

13. CORES (whenever applicable)

- A. Fleet Services will return cores within 30 calendar days after installation of a new or rebuilt part.
- B. If Fleet Services does not return core(s) within 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.
- C. The City will not accept invoices for any core charges until 31 calendar days after the installation of the new or rebuilt part.

14. WARRANTY REQUIREMENTS - PARTS

- A. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum 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 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.

**EXHIBIT A
SUPPLEMENTAL TERMS**

15. **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:

Molly Freeman, Contract Compliance Associate – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-1749 or Email: molly.freeman@austintexas.gov

EXHIBIT B SCOPE OF WORK

1. PURPOSE

- 1.1 This establishes a Contract to provide Autocar Cab and Chassis parts for City vehicles.
- 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.

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 expedited shipping charges.
- 2.5. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.
- 2.6. Special Order Items refers to parts that are hard to find such as parts for older vehicles and equipment that are no longer manufactured, parts that are made to order or new parts that have a limited supply.

3. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

3.1. All Parts

- 3.1.1. The Contractor shall provide OEM parts if specified herein. If OEM parts are not available, any parts that are not OEM shall be approved by the Fleet Service Center Manager or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.
- 3.1.2. 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.
 - 3.1.2.1. Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
 - 3.1.2.2. Remanufactured or rebuilt parts may be used if new parts are not available or if Fleet Services requests them in writing (e.g. email).
 - 3.1.2.3. Any remanufactured or rebuilt parts must be approved by the Fleet Service Center Manager or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective vehicle or equipment.
- 3.1.3. The Contractor shall submit Published Price Lists for all parts to the Contract Manager as specified in BuyBoard Contract 521-16.

EXHIBIT B SCOPE OF WORK

- 3.1.4. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory.
- 3.1.5. The Contractor shall notify the City's Contract Manager and the Fleet Service Center Manager or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding all parts sold. Failure to report this within 15 calendar days after receipt of notice may result in cancellation of the contract.
- 3.1.6. The Contractor shall provide, upon request, a monthly and/or yearly report of all parts purchased by Fleet Services. The report shall itemize parts by date purchased, invoice number, part number, part description, price per part, Fleet Service Center that placed the order, and the total dollar amount for all parts purchased. The City prefers that the report be in an electronic format that may be sorted or other City-approved format.

3.2. Parts for the City's Inventory

- 3.2.1. All parts will be ordered on an as-needed basis.
- 3.2.2. 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.
- 3.2.3. The stock level required shall be a 30 day supply of inventory, which the City will determine after Contract award. The City will provide the Contractor with a list of parts for the 30 day supply. If the City determines that changes to the list are necessary, the City will provide an updated list of parts required for the 30 day supply of inventory annually within 30 days of the contract anniversary date.
- 3.2.4. The Contractor warrants that all repair parts are free from manufacturer defects in material and workmanship for a minimum of 12 months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.
 - 3.2.4.1. The warranty period for all parts shall start when the City installs the part on the vehicle or equipment as evidenced by the City's work order.
 - 3.2.4.2. 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.
 - 3.2.4.3. The Contractor further warrants that the parts installed under this Contract will not void any existing vehicle, equipment or manufacturer's warranties.
 - 3.2.4.4. The Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Service Center Manager or their designee within five calendar days of request by the City.
- 3.2.5. The Contractor shall provide a point of contact for receiving orders from the City to the City's Contract Manager within five calendar days after Contract award.
- 3.2.6. A City representative from the Fleet Service Center will contact the Contractor by telephone, e-mail, or fax, to place an order for parts.
 - 3.2.6.1. The order will include the part number, part description, quantity, delivery requirements and a unique delivery order number.

EXHIBIT B SCOPE OF WORK

- 3.2.6.2. The Contractor shall confirm the quantity to be shipped to the ordering Fleet Service Center representative by telephone, email or fax within two hours after the order is placed.
- 3.2.7. The Contractor shall ship complete orders for parts unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the part number, description, quantity, and unit price for each item.
- 3.2.8. The Contractor shall deliver Stock Parts to the ordering Fleet Service Center based on the distance of the Contractor's premises from the Texas State Capitol as indicated:
 - 3.2.8.1
 - Less than or equal to 30 miles from the Texas State Capitol:

Parts ordered before 10:00 A.M. shall be delivered to the ordering Fleet Service Center no later than 5:00 P.M. the same working day the order is placed. Parts ordered after 10:00 A.M. shall be delivered before noon the next working day after the order is placed. 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.
 - 4.2.8.1. Greater than 30 miles from the Texas State Capitol:

Parts ordered before 10:00 A.M. shall be delivered to the ordering Fleet Service Center no later than noon the next working day. Parts ordered after 10:00 A.M. shall be delivered within two working days after the order is placed. 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.
- 3.3. The Contractor shall deliver Non-Stock Parts to the ordering Fleet Service Center within three working days after a Service Center places an order. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
- 3.4. The Contractor shall deliver "Code Red" orders within one to two working days as specified in the order.
 - 3.4.1. The delivery order will specify "Code Red" and the number of days when authorized by the City.
 - 3.4.2. The Contractor shall include the term "Code Red" on invoices when the City authorizes and specifies "Code Red" on the delivery order.
 - 3.4.3. The Contractor may assess an expedited shipping charge (e.g. FedEx, UPS, Priority Mail...) for any "Code Red" orders placed by the City.
 - 3.4.3.1. The Contractor shall provide a written receipt from the shipper showing the actual expedited costs for all Code Red shipments without any additional markups.
- 3.5. The Contractor shall honor all "Special Order" Items under the Contract pricing, without any additional markups.

EXHIBIT B SCOPE OF WORK

- 3.6. 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 placed. The Contractor shall notify the ordering Fleet Service Center representative of when the part(s) will be available by telephone, email or fax within two hours after the order is placed. If the Contractor cannot provide the backordered part within five working days, the City reserves the right to purchase the part on the open market.

4. PICKUP AND DELIVERY REQUIREMENTS

Pickup and 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.

5. MILEAGE

Mileage is not reimbursable, and the Contractor shall not bill for mileage. However, the Contractor may charge one flat fee as indicated in BuyBoard Contract 521-16, for pickup and delivery of City vehicles or equipment for repair on the Contractor's premises.

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.

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 30 day of Dec, 2016

CONTRACTOR
Authorized
Signature

Title

Chastang Ford
John Sed
Part 5 MC

**CITY OF AUSTIN
FLEET SERVICES
EXHIBIT D
DELIVERY LOCATIONS AND POINTS OF CONTACT**

Service Center #1 Jim Teague, Manager 6301-A Harold Court Austin, Texas 78721 servicecenter1@austintexas.gov Main Tel. No. (512) 974-1703 / 974-1757 Fax: (512) 974-2233	Parts Room - Service Center #1 Daniel Dominguez, Stores Coordinator (512) 974-1759 Osiris Valdez (512) 974-9020 Jose Herrera (512) 974-1772 Email: daniel.dominguez@austintexas.gov
Service Center #5 Steve Yost, Manager 714 East 8 th Street Austin, TX 78701 servicecenter5@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9909	Parts Room - Service Center #5 Edward Kinch, Stores Coordinator (512) 974-1889 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974-1813 Email: edward.kinch@austintexas.gov
Service Center #6 Ricardo (Ric) Calvino, Manager 1182 Hargrave Austin, TX 78702 servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156	Parts Room - Service Center #6 Gloria Vasquez, Stores Coordinator (512) 974-1857 Daniel Ramirez (512) 974-1743 Email: daniel.ramirez@austintexas.gov
Service Center #8 Richard Pitman, Manager 4411-D Meinardus Austin, TX 78745 servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 416-1635	Parts Room - Service Center #8 Amy Arredondo, Stores Coordinator (512) 974-3029 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687 Email: amy.arredondo@austintexas.gov
Service Center #11 Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721 servicecenter11@austintexas.gov Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055	Parts Room - Service Center #11 Mike Maharidge, Stores Coordinator (512) 974-9022 Harold Terry (512) 974-1763 Email: mike.maharidge@austintexas.gov
Service Center #12 Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744 servicecenter11@austintexas.gov Main Tel. No.: (512) 974-4327 / Fax No.: 512) 974-4328	Parts Room - Service Center #12 Mike Maharidge, Stores Coordinator (512) 974-9022 Rey Degollado (512) 974-4319 Email: mike.maharidge@austintexas.gov
Service Center #13 James Forman, Manager 2412 Kramer Lane, Bldg. A Austin, TX 78758 servicecenter13@austintexas.gov Main Tel. No.: (512) 978-2340 / Fax No.: (512) 978-2350	Parts Room - Service Center #13 Glenn Iosbaker, Stores Coordinator (512) 978-2341 Email: glenn.iosbaker@austintexas.gov

**CITY OF AUSTIN
FLEET SERVICES
EXHIBIT D
DELIVERY LOCATIONS AND POINTS OF CONTACT**

Fleet Tire Shop Brenita Selement, Stores Coordinator (512) 974-1793 6301-K Harold Court Austin, TX 78721 Email: brenita.selement@austintexas.gov	Hornsby Bend Ed Simpson, Technician III 2210 S. FM 973 Austin, TX 78725 servicecenter1@austintexas.gov Main Tel. No.: (512) 974-2052 / Fax No.: (512) 974-2233
Materials Control 6301-K Harold Court Austin, Texas 78721 John Christofferson, Division Manager (512) 974-1750 Email: john.christofferson@austintexas.gov Lonnie Jones, Materials Control Supervisor Parts Rooms SC 1, 5, 6, 13 (512) 974-1744 Email: lonnie.jones@austintexas.gov Henry Guerra, Materials Control Supervisor Parts Rooms 8, 11, 12 (512) 974-1547 Email: henry.guerra@austintexas.gov	Fleet Administration - Contracts & Contract Compliance 1190 Hargrave Street Austin, TX 78702 Hazel Black, Contract Compliance Supervisor (512) 974-1751 Fax: (512) 974-1769 hazel.black@austintexas.gov Perry Been, Contract Compliance Specialist Sr. (512) 974-2629 Fax: (512) 974-1769 Perry.been@austintexas.gov Steve Orwick, Contract Compliance Specialist. (512) 974- 1768 Fax: (512) 974-1769 Steve.orwick@austintexas.gov Molly Freeman, Contract Compliance Associate (512) 974-1749 Fax: (512) 974-1769 molly.freeman@austintexas.gov
Vehicle Support and Accidents Homer Bradshaw, Fleet Division Manager 6400 Bolm Road Austin, TX 78721 fleetaccidentgroup@austintexas.gov Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630	Fuel Operations and Acquisitions Bruce Kilmer, Fleet Division Manager 1190 Hargrave Street Austin, TX 78702 bruce.kilmer@austintexas.gov fleetfueloperations@austintexas.gov Main Tel. No.: (512) 974-1531 / Fax No.: (512) 974-1538
Auction and Make Ready Eddie Goebel, Fleet Program Manager 6400 Bolm Road Austin, TX 78721 auction.fleet@austintexas.gov fleetmakereadydepartment@austintexas.gov Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630	Fleet Administration – Safety Jo-Ann Cowan, Occupational Health & Safety Spec Sr. 1190 Hargrave Street Austin, TX 78702 jo-ann.cowan@austintexas.gov Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549

