



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

August 31, 2017

Caldwell Country Chevrolet
Averyt Knapp
Fleet Director
PO Box 27
Caldwell, TX 77836
aknapp@caldwellcountry.com

Dear Mr. Knapp:

The Austin City Council approved the execution of a contract with your company for Electric Vehicles in accordance with the referenced solicitation.

Responsible Department:	Fleet Services
Department Contact Person:	Allison Wood
Department Contact Email Address:	allison.wood@austintexas.gov
Department Contact Telephone:	512-974-1796
Project Name:	Electric Vehicles & Plug-In Hybrid Electric Vehicles Lease or Purchase
Contractor Name:	Caldwell Country Chevrolet
Contract Number:	MA 7800 GA170000067
Contract Period:	12 Months
Dollar Amount	\$923,580
Requisition Number:	17051600523
Solicitation Type & Number:	RFP MMO0304
Agenda Item Number:	46
Council Approval Date:	August 31, 2017

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,

Marian Moore
Procurement Specialist III
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
CALDWELL COUNTRY CHEVROLET ("Contractor")
FOR
ELECTRIC VEHICLES
MA 7800 GA170000067**

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 Caldwell Country Chevrolet having offices at 800 State Highway 21 E, Caldwell, TX 77836 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 MMO0304.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), MMO0304 including all documents incorporated by reference
- 1.1.3 Caldwell Country Chevrolet's Offer, dated June 6, 2017, 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 document
- 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 twelve (12) months.

- 1.3.1 Upon expiration of the term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- 1.3.2 Upon written notice to the Contractor from the City's Purchasing Officer or his 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.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$923,580 for the Contract term. 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

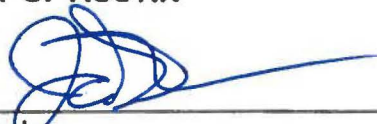
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, 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.

CALDWELL COUNTRY CHEVROLET

CITY OF AUSTIN


Signature


Signature

AVERYT KNAPP
Printed Name of Authorized Person

JONATHAN DALCHAU
Printed Name of Authorized Person

Fleet Director
Title

PROCUREMENT SPECIALIST IV
Title

9/29/2017
Date

9/5/2017
Date



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: MMO0304

DATE ISSUED: May 29, 2017

REQUISITION NO.: 17051600523

COMMODITY CODE: 0700622

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSONS:**

Marian Moore
Procurement Specialist II
Phone: (512) 974-2062
E-Mail: marian.moore@austintexas.gov

Jonathan Dalchau
Procurement Specialist IV
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Electric Vehicles & Plug-In
Hybrid Electric Vehicles Lease or Purchase

PRE-PROPOSAL CONFERENCE TIME AND DATE: June 6, 2017 at
9:00 AM (CST)

LOCATION: 124 W. 8th Street
3rd Floor Purchasing Office Conference Room
Austin, TX 78701

Pre-Proposal Remote Conference Phone Number: 512-974-9300
Enter the following code when prompted: 895571

PROPOSAL DUE PRIOR TO: June 15, 2017 at 2:00 PM CST

PROPOSAL OPENING TIME & DATE: June 15, 2017 at 3:00 PM CST

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names
of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MMO0304	Purchasing Office-Response Enclosed for Solicitation # MMO0304
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (FLASH DRIVE) OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original response per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
ATTACHMENT A	NEW VEHICLE AND EQUIPMENT DELIVERY REQUIREMENTS	1
ATTACHMENT B	EXCEPTIONS FORM	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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: Caldwell Country Chevrolet
Company Address: PO Box 27
City, State, Zip: Caldwell, TX 77036
Federal Tax ID No. _____
Printed Name of Officer or Authorized Representative: AVERYL KNAPP
Title: Fleet Director
Signature of Officer or Authorized Representative: [Signature]
Date: 6/14/2017
Email Address: aknapp@caldwellcountry.com
Phone Number: 979-567-6116

* Proposal response 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

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

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.

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

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>

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

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. AUDITS and RECORDS:

- 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. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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

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.
- 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.

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

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.
 - 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

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

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 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.

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

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 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 OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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.
- 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

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

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 2nd Street, 4th 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 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.

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

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.
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.

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

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 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

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

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.

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 Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

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

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

- 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
 - (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".

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
ELECTRIC VEHICLES & PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

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 (1) week prior to the Solicitation due date. Submissions may be made via email to marian.moore@austintexas.gov, or via fax to (512) 974-2388.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

3. **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

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).
 - (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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
ELECTRIC VEHICLES & PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (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.
 - 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.
4. **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.
5. **DELIVERY REQUIREMENTS:**
- A. Delivery is to be made within 180 calendar days after the order is placed (either verbally or in writing) or at a time mutually agreed to by the Contractor and the City. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
 - B. The Contractor shall comply with the requirements outlined in Attachment A – New Vehicle & Equipment Delivery Requirements.
 - C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
6. **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	Fleet Acquisition

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
ELECTRIC VEHICLES & PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

Attn:	Accounts Payable
Address	6400 Bolm Road
City, State Zip Code	Austin, TX 78721-3639

- 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.

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- 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 security desk when entering or leaving any Fleet Services facility. 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

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. INTERLOCAL PURCHASING AGREEMENTS:

- 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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
ELECTRIC VEHICLES & PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

through an interlocal cooperative agreement.

10. **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:

Allison Wood - Fleet Services

6400 Bolm Road

Austin, TX 78721

Phone: 512-974-1796

Email: allison.wood@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRIC VEHICLES AND PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

1. PURPOSE:

The City of Austin (City) seeks a best value solution from a Contractor for the procurement of electric, extended range electric, or plug-in hybrid electric vehicles to place into service prior to December 31, 2017. Offerors may submit proposals for any 2016 or later production year make or model electric vehicle.

The City will consider offers for various financial mechanisms, including:

- Cash purchase
- Proposed lease term (i.e. 12, 24, or 36 month lease) with the option to buy the vehicles for \$1.00 at the end of the lease term
- Simple interest or pre-computed loan financing
- A combination of the above

The City intends to award a Contract to a vendor(s) able to provide the best procurement option. The Offeror may utilize manufacturer rebates, fleet discounts, and/or any Federal or State tax incentives available for electric and plug-in electric vehicles to determine total costs. The City is a tax exempt entity, and therefore unable to directly apply for or qualify for tax credits. However, Offerors may be able to apply for tax credits and pass the savings on to the City in the form of a discounted purchase price or a discounted capitalized vehicle cost.

The City intends to solicit Offers in response to this Solicitation and reserves the right to compare those proposals to cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. If the cooperative purchasing program offers more favorable terms and/or pricing, the City reserves the right to make multiple Contract awards between a cooperative and the highest evaluated offer, or reject all offers entirely and award the entire Contract to a supplier available through a cooperative purchasing program. A successful Offeror may be awarded the entire Contract or a portion of the Contract.

The City will determine the quantity and vehicle type to purchase based on the total proposed cost of each vehicle type proposed and based on City departments' business needs. The City estimates the purchase of 28 electric vehicles, but reserves the right to purchase more or less vehicles, and in any combination of vehicle categories.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance shall be considered a requirement, even if not directly specified or called for. All materials and workmanship, including those things not specifically outlined, shall conform to the character of the equipment, and purpose for which it is intended, and work shall be professionally and skillfully accomplished in accordance with the best trade customs and professional standards of work, as generally recognized by trade standards.

2. CONTRACTOR REQUIREMENTS:

2.1. The Contractor shall:

- 2.1.1 Be an authorized dealer/reseller of the vehicles offered or work with an authorized dealer/reseller to offer the products.
- 2.1.2 Comply with all Federal and State of Texas Standards, Regulations, and Laws in regard to the following equipment applicable on the date of manufacture/installation. This includes safety, noise and emission control standards as related to both private industry and governmental agencies.

3. LEASING, FINANCING or CASH PURCHASE OPTIONS:

3.1 Contractor Responsibilities - Leasing

If Offer includes a lease option, the Contractor shall:

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRIC VEHICLES AND PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

- 3.1.1 Offer a term (ie. 12, 24, or 36 month) open-end leasing option with a \$1.00 buyout at end of lease term. After completion of final payment, the Contractor shall provide the City with the vehicle titles free and clear of any liens.
- 3.1.2 Not limit vehicle mileage over the term of the lease. The City will purchase the vehicles at the end of the lease term and will likely keep the vehicle in service for several years after the lease term expires.

3.2 City Responsibilities - Leasing

If Offer includes a lease option, the City will:

- 3.2.1 Use vehicles under this agreement for official City business. The City will ensure that all vehicle operators are appropriately licensed and have a satisfactory driving record. The City will not use the vehicles for law enforcement purposes.
- 3.2.2 Maintain responsibility for payment of all fines and other liens that might be incurred against a vehicle leased under this agreement and will hold the Contractor harmless from and against any and all such fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of a leased vehicle.
- 3.2.3 Be responsible for performing all scheduled and unscheduled maintenance for the vehicles. The City may bring vehicles to a manufacturer-authorized repair facility for repairs while they are still under the manufacturer's bumper to bumper warranty, or for repairs that the City determines should be performed at manufacturer-authorized repair facility at the City's discretion.
- 3.2.4 Be responsible for other general repairs such as window glass, wipers, tires, minor body damage, wear and tear items, etc.
- 3.2.5 Purchase the vehicles at end of the lease term and will be responsible for final disposition of vehicles. Generally, the City keeps light duty vehicles in service between eight (8) to twelve (12) years, depending on annual usage.
- 3.2.6 Be responsible for repairing all vehicle damage due to collisions or vandalism.
- 3.2.7 Be responsible for covering a total vehicle loss during the term of the lease. In the circumstance that vehicle damage results in a total loss vehicle, the Contractor shall submit an invoice to the City for the total loss vehicle in the amount equal to the remaining unpaid lease payments owed to the Contractor (including remaining interest payments, if any).
 - 3.2.7.1 In cases where vehicle damage is caused by another party, and that party assumes responsibility, the City will seek reimbursement from the other party's insurance carrier. In the event that the other party's insurance company does not accept full responsibility, the City will be responsible for covering any remaining deficit costs.
- 3.2.8 Assume responsibility if a vehicle is stolen while in its control. The City will be responsible to pay the Contractor for the remaining lease and applicable interest payments as described in the total loss vehicle scenario. The City will provide final payment to the Contractor after a thirty (30) day waiting period. Should the stolen vehicle be recovered within the thirty (30) day waiting period, the City may choose to continue or cancel the lease (with total payment) of the recovered vehicle, at its discretion.

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRIC VEHICLES AND PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

4. GENERAL VEHICLE SPECIFICATIONS

The Contractor shall:

- 4.1 Ensure that the vehicles meet the State of Texas vehicle safety inspection requirements. The Contractor shall furnish a Texas inspection sticker on each vehicle delivered.
- 4.2 Ensure that each vehicle is the latest (current) model in production at the time of delivery and shall be the standard production model offered to commercial industry. The vehicles shall be of new manufacture, including all parts, components and accessory items.
- 4.3 Deliver all vehicles, equipment and accessories completely assembled, adjusted, serviced, clean and ready for continuous light duty service. Servicing shall include, but not be limited to complete lubrication, and a 50/50 mix of anti-freeze and water in the cooling system, if applicable. Servicing, adjustment, assembly, etc. shall be to the satisfaction of the City.
- 4.4 Conduct a thorough condition and specification compliance inspection on each vehicle prior to delivery.
- 4.5 Deliver the vehicles according to the instructions outlined in Attachment A – New Vehicle & Equipment Delivery Requirements.
- 4.6 Expect that the City will conduct a final inspection of each vehicle for condition and specification compliance upon delivery and prior to acceptance.
 - 4.6.1 If a vehicle is rejected during the final acceptance inspection for any reason, it will be the responsibility of the Contractor to pick up the vehicle, correct any problems, and re-deliver the vehicle as directed by an authorized City representative. If desired, and if space is available, the repairs may be accomplished on City property, at the discretion of the City.
- 4.7 The Contractor shall direct all requests for approval of changes to the specification after construction has begun to the City's Manager of Fleet Acquisition.
- 4.8 Provide a demonstration vehicle(s) that is representative of the proposed vehicles within two (2) weeks upon request by the City, or at a time mutually agreed upon by the Contractor and the City. The Contractor shall provide the demonstration vehicle(s) to the City for evaluation purposes for approximately five (5) business days or a time mutually agreed to by the Contractor and the City. If requested, the City will ask for the demonstration before completion of the award process. The City will designate a location for testing in the Austin, TX area.
- 4.9 Provide a Manufacturer's Statement of Origin (MSO) and an original invoice for each vehicle at the time of delivery. The City will not accept a vehicle without these documents.
- 4.10 Provide one (1) copy of an operator's manual for each vehicle at the time of delivery. The manual must be vehicle specific, not merely general to model and type of body. The manual must be current, and provide complete operating instructions, routine lubricating and servicing instructions normally expected of the operator.
- 4.11 Not install any decals or other markings on delivered units as a means of advertisement.

5. PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV) SPECIFICATIONS

- 5.1 **Functional, Performance & Material Requirements.** Stated requirements shall be considered as minimums. All items proposed shall either meet or exceed these requirements. Each item that is not as specified should be fully described so that it may be determined whether the item proposed is equal to, or exceeds the specified item in every detail.

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRIC VEHICLES AND PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

The vehicles shall:

- 5.1.1 Be a passenger, four or five door sedan / hatchback whose primary fuel type is plug in electric/gasoline hybrid.
- 5.1.2 Be compatible with like vehicles such as Ford C-Max Energi, Ford Focus Energi, Toyota Prius Prime, Chevrolet Volt or buyer approved equal.
- 5.1.3 Have an automatic transmission.
- 5.1.4 Have a minimum four (4) person seating capacity
- 5.1.5 Have a minimum six (6) gallon fuel capacity.
- 5.1.6 Have an estimated miles-per-gallon equivalent (MPGe) minimum of 104 city MPGe / 87 highway MPGe / 95 combined MPGe
- 5.1.7 Have solely electric driving performance capabilities. The vehicle must be able to travel speeds up to 65 miles per hour (MPH) on electric power alone (without gas engine running). The vehicle must also have a minimum distance range of 15 miles powered by electricity only (before gas engine is engaged to recharge hybrid battery).
- 5.1.8 Have a body of original equipment manufacturer (OEM) design and construction.
- 5.1.9 Include a charging system with an alternator rating meeting a minimum of 12V, 90A system.
- 5.1.10 Include a charging capability of Level 2 (220V/240V) vehicle charging port.
- 5.1.11 Have all lights, reflectors, and other safety equipment required by Federal and State of Texas safety standards, regulations and laws. This includes tail lights, stop lights, flasher lights, clearance lights, reflectors, and a lighted license plate holder.

6. ELECTRIC VEHICLE SEDAN (EV) SPECIFICATIONS

- 6.1 **Functional, Performance & Material Requirements.** Stated requirements shall be considered as minimums. All items proposed shall either meet or exceed these requirements. Each item that is not as specified should be fully described so that it may be determined whether the item proposed is equal to, or exceeds the specified item in every detail.

The vehicles shall:

- 6.1.1. Be a passenger, four or five door sedan / hatchback whose primary fuel type is electric (no internal combustion engine).
- 6.1.2. Be compatible with like vehicles such as Ford Focus EV, Nissan Leaf or buyer approved equal.
- 6.1.3. Have an automatic transmission.
- 6.1.4. Have a minimum four (4) person seating capacity with grey cloth seats.
- 6.1.5. Have an EPA estimated minimum range of 100 miles – 150 miles without requiring an additional charge.
- 6.1.6. Have a Lithium-ion, liquid cooled/heated battery with a minimum 30 kWh.
- 6.1.7. Have solely electric driving capabilities. The vehicle shall be able to travel up to 85 MPH on electric power alone.

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRIC VEHICLES AND PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE
SOLICITATION NO.: RFP MMO0304**

- 6.1.8. Have a body of OEM design and construction.
- 6.1.9. Include an electric charging port with a Level 2 (220V/240V) and Level 3(480V) capacity.
- 6.1.10. Have all lights, reflectors, and other safety equipment required by Federal and State of Texas safety standards, regulations and laws. This includes tail lights, stop lights, flasher lights, clearance lights, reflectors, and a lighted license plate holder.

7. ELECTRIC VEHICLE SEDAN WITH EXTENDED RANGE SPECIFICATIONS

- 7.1 Functional, Performance & Material Requirements.** Stated requirements shall be considered as minimums. All items proposed shall either meet or exceed these requirements. Each item that is not as specified should be fully described so that it may be determined whether the item proposed is equal to, or exceeds the specified item in every detail.

The vehicles shall:

- 7.1.1. Be a passenger, four or five door sedan / hatchback whose primary fuel type is electric (no internal combustion engine).
- 7.1.2. Be compatible with like vehicles such as Chevrolet Bolt, Tesla Model 3 or buyer approved equal.
- 7.1.3. Have an automatic transmission.
- 7.1.4. Have a minimum four (4) person seating capacity with grey cloth seats.
- 7.1.5. Have an EPA estimated minimum range of 200 miles without requiring an additional charge.
- 7.1.6. Have a Lithium-ion, liquid cooled/heated battery with a minimum 60 kWh.
- 7.1.7. Have solely electric driving capabilities. The vehicle shall be able to travel up to 85 MPH on electric power alone.
- 7.1.8. Have a body of OEM design and construction.
- 7.1.9. Include an electric charging port with a Level 2 (220V/240V) and Level 3(480V) capacity.
- 7.1.10. Have all lights, reflectors, and other safety equipment required by Federal and State of Texas safety standards, regulations and laws. This includes tail lights, stop lights, flasher lights, clearance lights, reflectors, and a lighted license plate holder.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

1. PROPOSAL FORMAT

Submit one (1) original and one (1) flash drive that contains an exact electronic replica of the Proposal. The original Proposal shall contain original ink signatures by a person authorized to sign on behalf of the Offeror. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 – Scope of Work and any additional information you deem necessary to evaluate your proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of one (1) page or less, which gives in brief, concise terms, a summation of the proposal.

Tab 2 – City of Austin Purchasing Documents

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0800 - Non-Discrimination and Non-Retaliation Certification
- E. Section 0835 - Non-Resident Bidder Provisions
- F. Section 0900 – Subcontracting/Sub-Consulting Utilization Form
- G. Section 0905 – Subcontracting/Sub-Consulting Utilization Plan (if applicable)
- H. Addendums

Tab 3 – Authorized Negotiator

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – Proposed Vehicles

Provide the following information for each vehicle offered:

- A. **Vehicle Attributes.** Provide detailed Manufacturer's descriptive literature and drawings or photographs and any other information about vehicle(s) specifications and included options exceeding the minimum standards included in the Solicitation. Include information about any relevant awards or recognition the proposed vehicle(s) have received.
- B. **Battery Range.** Indicate the maximum range in miles that the proposed vehicle(s) can operate without additional charging.
- C. **Safety Ratings.** Provide information on the proposed vehicle(s) safety features and safety ratings from an established ratings institute (IIHS, NHTSA or equivalent).

Tab 5 – Warranty and Terms

- A. **Warranty.** Provide a detailed description of warranty coverage offered for each vehicle type. The minimum warranty offered shall be a standard three years/36,000 mile bumper-to-bumper warranty. Be specific about what is not included in any extended warranty offered. Detail whether the warranty offered meets or exceeds the minimum coverage.
- B. **Terms and Conditions (if applicable).** If your offer includes a leasing option, provide a detailed description of leasing terms and conditions or a sample lease agreement. Be detailed about any potential risks that would be passed on to the City. All lease proposals shall include a buyout

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

option of \$1.00 for the City at the conclusion of the lease term. Indicate how a leasing solution will provide cost savings to the City.

Tab 6 – Experience & Qualifications

Provide the following information

- A. **Full name and address of your company.** Identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business.
- B. **Corporate Experience and Qualifications.** Describe your firm's and any subcontracting firm's background in vehicle financing and leasing and/or other areas relevant to the Scope of Work.
- C. **Personnel Experience and Qualifications.** Provide resumes or bios for all individuals who will provide services under the Contract including subcontractors. Describe each individual's experience and competencies related to the Scope of Work. Include details, such as educational background, position title, number of years with your firm, awards, past employment, etc.
- D. **Client References.** Provide three complete and verifiable reference projects related to the Scope of Work in size, scope and complexity. Reference project contacts must be aware that they are being used and agreeable to follow-up by the City. Do not include reference projects prior to 2000.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work.

At minimum, reference information should include:

- (1) Client/agency name
- (2) Contact name (agency project manager), telephone, and email
- (3) Project name
- (4) Year project took place and length of project
- (5) Project budget
- (6) Project description
- (7) Personnel assigned to project and their role in the project

Tab 7 – Cost

Provide a breakdown of costs for each vehicle included in your offer with lease options detailing a "sum certain" cost. Include any applicable information such as lease term, interest, fleet incentives, manufacturer rebates and electric vehicle tax credits as they may apply to your offer.

Include any additional charges applied and discounts offered for each vehicle. If the Offer includes a lease option, the City requests the option to make annual payments for each vehicle in an effort to reduce administrative burden. For example: the City will make the first payment for months one (1) to twelve (12) within thirty (30) days of receipt of vehicle. The City will make the second payment for months thirteen (13) to twenty-four (24) one year after receipt of vehicle.

All prices shall include FOB destination, freight pre-paid and allowed.

Example Cost Breakdown:

Vehicle Category

Electric Vehicle Sedan (EV)

Year, Make & Model:

2017 Ford Focus EV

Purchase Price (if paid in full)

\$28,500

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

<u>Lease Term</u> (with annual payments and \$1.00 buyout option)	24 Months
<u>Capitalized Cost per Vehicle</u>	\$
<u>Annual Finance Charge per Vehicle</u>	\$
<u>Incentives</u>	- \$7,500 (EV Tax Credit)
<u>Total Price of Vehicle</u> (at the end of the lease term)	\$

Include a total cost for your proposed solution. The total cost schedule shall outline the total cost of owning the vehicles broken down by vehicle category (EV, Long Range EV, or PHEV). Include the option to purchase vehicle categories in different quantities and include the total cost to own for each vehicle broken down into price break categories for each vehicle category offered.

Example Total Cost Schedule:

Vehicle Category

Electric Vehicle Sedan (EV)

Year, Make & Model: 2017 Ford Focus EV

Total Price of Each Vehicle – Order quantity from 1-10 vehicles \$24,000

Total Price of Each Vehicle – Order quantity from 11-20 vehicles \$23,500

Total Price of Each Vehicle – Order quantity from 21-28 vehicles \$23,250

Total Price of Each Vehicle – Order quantity from 28 or more vehicles \$23,000

Evaluation points for Cost will be calculated based on the Total Price of Each Vehicle by vehicle category (EV, Long Range EV, PHEV) and based on a quantity of 11 vehicles per category. Offers do not need to include vehicles in each category to be considered. The City will determine the actual order quantities for each vehicle category after the evaluation process is completed. Your method of costing may or may not be used but should be described.

Tab 8 – Exceptions to the Proposal: Include this form in your Proposal package (Attachment B)

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

2. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. PROPOSAL ACCEPTANCE PERIOD:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the Solicitation closing date unless a longer acceptance period is offered in the Proposal.

4. PROPRIETARY INFORMATION:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

5. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

6. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

7. EVALUATION FACTORS AND AWARD:

- A. **Award:** The actual purchase composition will be based on the offers received for each vehicle category using the evaluation factors outlined in Paragraph B below. These evaluation factors shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

All Proposals will be evaluated based on the following criteria and rankings.

- | | |
|---|------------------|
| (1) Proposed Solution (Tab 4 & Tab 5): | 40 points |
| (2) Experience & Qualifications (Tab 6): | 20 points |
| (3) Cost (Tab 7) | 30 points |
| (4) Local Business Presence: | 10 points |

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Proposer 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. 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.

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- (5) **Optional Presentations and Demonstrations.** The City will score Proposals on the basis of the criteria listed above. The City may select a "short list" of Offerors based on those scores. "Short-listed" Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" Proposals as a result, and to make award recommendations on that basis.

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:

Name of Local Firm	None	
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
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	None	
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

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	None	
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
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

Section 0700: Reference Sheet

Responding Company Name Caldwell Country Chevrolet

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Harris County
Name and Title of Contact Syd Sexton Senior Manager
Project Name Purchase of Vehicles
Present Address 2505 Texas Ave
City, State, Zip Code Houston, TX 77002
Telephone Number 713 274-2279 Fax Number 713 437-4003
Email Address Syd.Sexton@cts.hctx.net

2. Company's Name City of Waco
Name and Title of Contact Jody Copp Purchasing Agent
Project Name Vehicles
Present Address PO BOX 2570
City, State, Zip Code Waco Texas 76702
Telephone Number 254 750-8062 Fax Number 254-750-8063
Email Address jodyc@wacotx.gov

3. Company's Name City of Houston
Name and Title of Contact Lena Farris Purchasing Manager
Project Name CARS, Vans, SUV's, Light Duty Trucks
Present Address 900 Bagby
City, State, Zip Code Houston, Texas 77002
Telephone Number 832 393-8729 Fax Number 832 393-8758
Email Address Lena.farris@houstontx.gov

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation 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.

Sanctions:

Term:

Dated this 14 day of JUNE, 2017

Caldwell County Chevrolet
 9/1/99 Averyt Knapp
 Fleet Director

Section 0835: Non-Resident Bidder Provisions

Company Name Caldwell Country Chevrolet

- 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 - Caldwell, Texas

- (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: _____ 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: _____

ATTACHMENT A

NEW VEHICLE AND EQUIPMENT DELIVERY REQUIREMENTS

Please take a moment to review our delivery requirements as described in our Purchasing Specifications. New vehicles and equipment will no longer be accepted or allowed to be off loaded and/or left on City property without the proper documentation at time of delivery to the City of Austin (VSD-Acquisitions). The City of Austin does not have a loading dock or forklift available. All deliveries must be made with "wheels on the ground".

DELIVERY REQUIREMENTS – Successful bidder shall provide all of the items listed below with each vehicle at time of delivery to the City of Austin (VSD-Acquisitions). Delivery will not be accepted until these items are received. We are unable to provide any assistance with lifting or moving items at time of delivery (i.e. unloading vehicles from trailers). **NO EXCEPTIONS.**

- 1) **MSO** – Manufacturer's Certificate of Origin shall be presented at time of delivery to the City of Austin (VSD-Acquisitions). First Assignment on MSO must be made out to:
City of Austin, Fleet Administration 1190 Hargrave St. Austin TX 78702
Dealers located within the State of Texas must also include the TX DOT 130U (Title transfer form) with the same assignment attached to the MSO.
- 2) **Invoice** – An original invoice shall be dated on date of delivery to the City of Austin, and shall be presented at time of delivery to the City of Austin (VSD-Acquisitions). Invoice shall show appropriate Bid Item Number corresponding to Vehicle Identification Number (VIN), complete City of Austin Purchase Contract Reference Number, and purchase price. Invoices dated prior to delivery are not acceptable.
- 3) **Warranty** – A copy of manufacturer's new vehicle warranty for each unit.
- 4) **Accessory Equipment Warranty** – Warranties shall also be supplied covering all accessory equipment supplied by the vehicle dealer. All accessory equipment warranties shall be effective the day the vehicles are placed in service.
- 5) **Operating and servicing (Owner's) Manuals:** copy of each per vehicle.
- 6) **Texas State Vehicle Inspection Report (VIR) must be completed for any vehicles required State Inspection.** Hard copy should be attached to the rest of the documents at the time of delivery.

DELIVERY LOCATION AND CONTACT:

***** Notify Fleet Service at least one business day in advance as to the date and estimated time of your delivery. Failure to comply with above requirements may delay your payment processing. *****

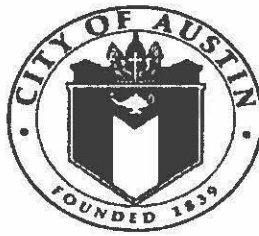
Contact: Eddie Goebel (512) 978-2639
Oleg Zalubovsky (512) 978-2638
Ryan Braziel (512) 978-2647
Kenneth Wykoff (512) 978-2637

Email: firstname.lastname@austintexas.gov

Delivery Hours: Mon-Fri 7:00AM -4:00PM
City of Austin Fleet Services
6400 Bolm Rd
Austin, TX 78721



ATTACHMENT B



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: 7800 MMO0304

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 8 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
- ☐ 0400 Supplemental Purchase Provisions
- ☐ 0500 Scope of Work

Page Number

Section Number

Section Description

Alternative Language:

Justification:



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSALS
ELECTRIC VEHICLES & PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE**

Solicitation: MMO0304

Addendum No: 4

Date of Addendum: June 12, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers.

- (Q1) Most MY17 vehicles have been cut off for production from the manufacturers. Pricing is not available for 2018 vehicles at this time. Will the solicitation be extended until pricing is made available?
- (A1) *No. The City does not intend to extend the solicitation due date for specific model year pricing availability at this time. The City does however, reserve the right to extend the solicitation as it deems necessary.*

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:


Marian Moore, Procurement Specialist II
Purchasing Office, 512-974-2062

6-12-17
Date

ACKNOWLEDGED BY:

Averyt Knapp
Name


Authorized Signature

6/14/2017
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSALS
ELECTRIC VEHICLES & PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE**

Solicitation: MMO0304

Addendum No: 3

Date of Addendum: June 9, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:


1. Questions and Answers.

- (Q1) In the solicitation's specifications for electric vehicles, the electric vehicle (EV) is required to have a "liquid cooled" battery. The Nissan Leaf has an "air cooled" battery. Would proposing a Nissan Leaf disqualify a proposal from consideration for award?
- (A1) *No. The City will consider for award all electric vehicles that are available for consumer purchase.*
- (Q2) Can a vendor submit more than one response with different vehicles?
- (A2) *Yes. Offerors may propose more than one vehicle type within an offer.*
- (Q3) Will vehicles be paid for as they are delivered, or does the City pay for them once all vehicles are delivered?
- (A3) *The City will pay for vehicles based on a mutually agreed upon schedule with the Contractor recommended for award. Furthermore, per the Solicitation's Section 0300 – Standard Purchase Terms and Conditions (incorporated by reference), "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 the invoice, whichever is later."*

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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


APPROVED BY:


Marian Moore, Procurement Specialist II
Purchasing Office, 512-974-2062

6-9-17
Date

ACKNOWLEDGED BY:

AVERY T KNAPP
Name


Authorized Signature

6/14/2017
Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.**



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSALS
ELECTRIC VEHICLES & PLUG-IN HYBRID ELECTRIC VEHICLES LEASE OR PURCHASE**

Solicitation: MMO0304

Addendum No: 2

Date of Addendum: June 6, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers.

- (Q1) The Solicitation indicates that delivery is requested 180 calendar days after the order is placed, but also mentions that the vehicles will be in service prior to December 31, 2017. Please clarify
- (A1) *The City prefers a vehicle delivery date prior to December 31, 2017, but understands the time constraints associated with manufacturer cut-off dates, etc. If your Offer will not meet the December 31st timeline, please indicate that on your proposal with an estimated delivery date. The City and the awarded vendor will mutually agree to the exact vehicle delivery date.*
- (Q2) What color is the City requesting for the vehicles? Is it a non-standard color?
- (A2) *The City requests a standard vehicle color (no additional cost), and requests the vehicles in white (no metallic or pearl coat) unless otherwise specified at time order is placed.*

2. Additional Information. The sign-in sheet for the pre-proposal conference is attached.

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

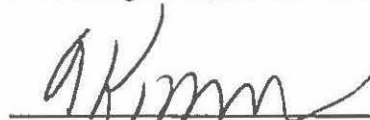
APPROVED BY:


Marian Moore, Procurement Specialist II
Purchasing Office, 512-974-2062

6/6/17
Date

ACKNOWLEDGED BY:

Averyt Knapp
Name


Authorized Signature

6/14/2017
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Marian Moore / 512-974-2062	PM Name/Phone	Will O'Connor / 512-978-2629
Sponsor/User Dept.	Fleet	Sponsor Name/Phone	Name/Phone
Solicitation No	RFP - MMO0304	Project Name	Electric Vehicle and Plug-In Electric Vehicle Lease or Purchase
Contract Amount	\$980,000	Ad Date (if applicable)	06/05/17
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Establish a contract with a vendor for the best value solution for the procurement of an estimated 28 new electric, extended range electric, or plug-in electric vehicles.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
This will be a new contract.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
0700622 - 100%			
Marian Moore		5/18/2017	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	5/18/2017	Date Assigned to BDC	5/19/2017
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are no MBE or WBE availability for this solicitation.

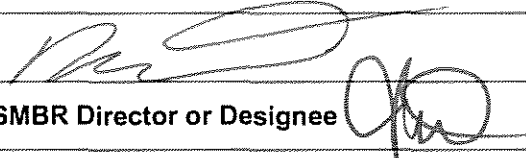
Subcontracting Opportunities Identified

There are no subcontracting opportunities identified on this solicitation.

Rachelle Delouis

SMBR Staff

Signature/ Date



3/19/17
 Date 3/19/17

SMBR Director or Designee

Date

Returned to/ Date:

2017 Model Year **WARRANTY GUIDE Ford Roadside Assistance**

Ford cars and trucks (except F-650/750)



ford.ca

January 2016
First Printing
Warranty Guide
Litho in U.S.A.



HG1J 19G218 AA



YOUR SATISFACTION IS OUR PRIORITY3

WARRANTY INFORMATION

Warranty Coverage At-A-Glance.....	4
Your Ford New Vehicle Limited Warranty.....	5
Who is Authorized to Do Warranty Repairs?.....	5
Who Pays for Warranty Repairs?.....	5
When Does the Warranty Begin?.....	5
WHAT IS COVERED?.....	5
Basic Coverage.....	5
Hybrid Unique and Electric Vehicle Unique Component Coverage.....	6
Ford Roadside Assistance 1-800-665-2006.....	6
Corrosion Coverage.....	7
Aluminum Body Panel Corrosion Coverage.....	7
Powertrain Coverage.....	7
F-Super Duty Equipped with a 6.7L Diesel Engine Unique Powertrain Coverage.....	8
6.7L Diesel Engine Coverage.....	8
Safety Restraint Coverage.....	9
Emissions Control Systems Coverage.....	9
Tire Warranty.....	11
Unique Warranty Coverage for Specified Components.....	12
Genuine Ford Accessories Coverage.....	12
What is Not Covered Under this New Vehicle Limited Warranty?.....	12
Damage Caused by Use and/or the Environment.....	13
Damage Caused by Improper Maintenance.....	14
Maintenance and Wear.....	14
Some Maintenance and Wear Items Have Limited Coverage.....	14
Other Items and/or Conditions Not Covered by this Warranty.....	15
SYNC Hands-Free Communications and Entertainment System.....	15
*Important Information on Ambulance and Fire/Rescue Conversions:.....	16
What is Not Covered Under the Tire Warranty?.....	16
What is Not Covered Under the Emissions Warranties?.....	17
New Vehicle Warranty Limitations.....	17
Inspect Your New Vehicle Carefully.....	17
Take Care of Your Vehicle and It Will Take Care of You!.....	18
Does the New Vehicle Limited Warranty Apply to Your Vehicle?.....	18
Taking Your Vehicle on a Trip?.....	18
If You Are a Subsequent Ford Owner.....	19
Need Assistance? We're Here to Help You.....	19

IMPORTANT OWNER INFORMATION

Log on to www.ford.ca	20
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TABLE OF CONTENTS

FORD ROADSIDE ASSISTANCE

Roadside Assistance Coverage	21
Service - Ford Roadside Assistance.	21
Contact Us	24
General Information	24
Eligibility	24
Coverage Period	24
Coverage Services.	24
Road Service	24
Trailers.	24
Service Calls	24
Items Excluded From Coverage	24
Emergency Lock-out Service	24
Extreme Weather	24
Emergency Travel Expense Reimbursement	24
Travel Planner	24
REIMBURSEMENT CLAIMING PROCEDURES	24

Dear New Vehicle Owner,

It is with great pleasure that we welcome you to the Ford family. We want you to enjoy all the benefits of owning your new Ford vehicle, and look forward to building a relationship with you over the years ahead.

At Ford Motor Company of Canada, Limited, we believe that to be the leading consumer automotive company, we must be absolutely committed to your total satisfaction. This belief guides the way we build our vehicles, and the way they are serviced for years to come. Our Ford dealers are dedicated to reaching the highest standards in customer service and technical expertise, and they use Ford-approved parts.

To help maintain the new vehicle characteristics of your Ford vehicle, we encourage you to read through this Warranty Guide and follow its recommendations. This Guide contains:

- Your Ford New Vehicle Limited Warranty
- Your vehicle's Roadside Assistance package

Ford of Canada and our dealerships look forward to being at your service. We wish you peace-of-mind throughout your ownership experience. Happy Motoring!

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WARRANTY INFORMATION

Warranty Coverage At-A-Glance

Warranty coverage by Time (months) and Distance Travelled (km)	12	24	36	48	60 (5 years)	72 (6 years)	84 (7 years)	96 (8 years)
Basic	36 months/60,000 km							
Corrosion (perforation only)	5 years/unlimited distance							
Powertrain	5 years/100,000 km							
Power Stroke Diesel Engine	5 years/160,000 km							
Safety Restraint System	5 years/100,000 km							
Emissions:								
Defect/performance (Light duty up to 3,856 kg (8,500lb) GVWR)	36 months/60,000 km							
Defect/Performance (Heavy duty over 3,856 kg or 8,500 lb)	5 years/80,000 km							
Certain Emission Parts (Light duty up to 3,856 kg (8,500lb) GVWR)	8 years/130,000 km							
Hybrid/Electric Unique Components	8 years/160,000 km							
F-Super Duty Equipped with a Power Stroke Diesel Engine	5 years/160,000 km							
Unique Powertrain Coverage								

This chart shows general information only. Please refer to the Warranty section in this Warranty Guide for detailed information.

Your Ford New Vehicle Limited Warranty

Ford Motor Company of Canada, Limited (Ford of Canada) warrants that its authorized dealers will repair, replace or adjust those parts on Ford cars and light trucks, that are found to be defective in materials or workmanship made or supplied by Ford for the coverage periods described in the *Warranty Information* section of this Warranty Guide.

Who is Authorized to Do Warranty Repairs?

You must take your vehicle to an authorized Ford or Ford Lincoln dealer for warranty repairs. While any Ford or Ford Lincoln dealership handling your vehicle line will provide warranty service, we recommend you return to your selling dealer.

Please note that certain warranty repairs require special training and/or equipment, so not all dealers are authorized to perform all warranty repairs. This means that, depending on the warranty repair needed, you may have to take your vehicle to another dealer. In certain instances, Ford may authorize that your vehicle be repaired at a repair centre other than a Ford or Ford Lincoln dealer facility.

A reasonable time must be allowed to perform a repair after taking your vehicle to the dealership. Repairs will be made using Ford or Motorcraft® Parts, or remanufactured or other parts that are authorized by Ford.

Who Pays for Warranty Repairs?

Ford of Canada covers the cost of warranty repairs performed under the New Vehicle Limited Warranty Coverage during the “time and distance travelled” limits of the New Vehicle Limited Warranty.

Federal or provincial governments may require an environmental or disposal tax (levy) on all or a portion of a warranty repair, in which case this tax (levy) must be paid by you, the owner of the vehicle.

When Does the Warranty Begin?

The warranty begins on the original retail delivery date, or on the date of first use (whichever occurs first). This is the “original warranty start date”.

WHAT IS COVERED?

Basic Coverage

Under your New Vehicle Limited Warranty, Basic Coverage begins at the original warranty start date and lasts for 36 months or 60,000 kilometres (whichever occurs first). The complete vehicle is covered under this Basic Coverage, except components listed under the following warranties in this Warranty Guide, and those items listed under “What is Not Covered Under this New Vehicle Limited Warranty?” on page 12.

Hybrid Unique and Electric Vehicle Unique Component Coverage

Hybrid Unique Component Coverage

Under your New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied material or workmanship for 8 years or 160,000 kilometres (whichever occurs first) from the original warranty start date:

- High-voltage battery, hybrid continuously variable transmission, inverter system controller (ISC), DC/DC converter, high-voltage battery connector, battery pack fan assembly, thermistor probe, hybrid battery pack sensor module (HBPSM), battery energy control module (BECM) and the plug-in hybrid electric vehicle (PHEV) on-board charger.

Electric Vehicle Unique Component Coverage

Under your New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied material or workmanship for 8 years or 160,000 kilometres (whichever occurs first) from the original warranty start date:

- High-voltage battery packs, high voltage charger, DC/DC convertor, electronic drive module assembly (includes electric motor and gear box), transmission range sensor and charge cord.

The Lithium-ion battery (electric vehicle battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your *Owner's Manual* for important tips on how to maximize the life and capacity of the lithium-ion battery.

Note: The Focus Electric vehicle (or any fully-electric vehicle) is not eligible for any emissions warranties described in this booklet.

Ford Roadside Assistance 1-800-665-2006

Your vehicle is eligible, within Canada or the continental United States, for the Ford Roadside Assistance Program. This Program is separate from the New Vehicle Limited Warranty, but the coverage is concurrent with the 5 years or 100,000 kilometres (whichever occurs first) Powertrain Coverage period.

Towing required because of a warrantable failure beyond the 5 years or 100,000 kilometres (whichever occurs first) Powertrain Coverage is covered under any remaining applicable New Vehicle Limited Warranty coverage.

Please refer to the Ford Roadside Assistance section of this Warranty Guide for complete details (page 21).

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the original warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials and workmanship. The length of the coverage depends on the type of corrosion damage:

- If corrosion causes perforations (holes) in the body sheet metal panels, the coverage extends for 5 years/unlimited distance.
- If corrosion does not cause perforations (holes), and is not the result of vehicle usage and/or airborne materials, the Corrosion Coverage is 36 months or 60,000 kilometers (whichever occurs first).

If your vehicle is damaged due to airborne materials (environmental fallout) where there is no defect in factory-supplied materials or workmanship and therefore no applicable Ford of Canada warranty, Ford of Canada will still cover paint damage due to airborne materials (environmental fallout) for 12 months or 20,000 kilometers (whichever occurs first). See "Damage Caused by Use or the Environment" page 13.

Aluminum Body Panel Corrosion Coverage

Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of distance driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, regardless of distance driven. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide no extra charge repair of paint damage due to the airborne material for 12 months or 20,000 kilometers, whichever occurs first.

Powertrain Coverage

Under the New Vehicle Limited Warranty, the Powertrain Warranty Coverage covers certain components against defects in factory-supplied materials or workmanship for 5 years or 100,000 kilometres (whichever occurs first) from the original warranty start date. (F-Super Duty equipped with a 6.7L diesel engine has a Unique Powertrain Coverage that extends beyond the 5 years or 100,000 kilometres (whichever occurs first) Powertrain Coverage, see details below). The covered components listed under the Powertrain Warranty are:

Engine - All internal lubricated parts; cylinder block; cylinder heads; electrical fuel pump; powertrain control module; engine mounts; flywheel; injection pump; manifold (intake and exhaust); manifold bolts; oil pan; oil pump; seals and gaskets; engine thermostat; engine thermostat housing; timing chain cover; timing chain gears and belts; turbocharger/supercharger unit; valve covers; water pump.

WARRANTY INFORMATION

Transmission - All internal parts; clutch cover; seals and gaskets; single speed gear (for the Focus Electric); torque converter; transfer case (including internal parts); transmission case; transmission mounts.

Front-Wheel Drive - Axle shafts; front-wheel bearings; seals and gaskets; universal and constant velocity joints .

Rear-Wheel Drive - Axle shafts; rear-wheel bearings; centre support bearing; drive axle housing and all internal parts; drive shaft; retainers; supports; seals and gaskets; universal and constant velocity joints .

Four-Wheel Drive/All-Wheel Drive - Axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

F-Super Duty Equipped with a 6.7L Diesel Engine Unique Powertrain Coverage

Under the New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied materials or workmanship for 5 years or 160,000 kilometres (whichever occurs first) from the original warranty start date.

Transmission - All internal parts; clutch cover; seals and gaskets; torque converter; transfer case (including internal parts); transmission case; transmission mounts.

Four-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive shafts; hubs-automatic front locking; locking rings; seals and gaskets; constant velocity and universal joints.

Rear-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive axle housing and all internal parts; drive shaft; propeller shafts; retainers; supports; seals and gaskets; universal and constant velocity joints.

6.7L Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain Direct Injection Diesel Engine components against defects in factory-supplied materials or workmanship for 5 years or 160,000 kilometres (whichever occurs first) from the original warranty start date.

Covered components: engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank, and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. See page 9 for more information.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, safety belts and air bag Supplemental Restraint Systems (SRS) are covered against defects in factory-supplied materials or workmanship. Safety Restraint System Coverage begins on the original warranty start date and lasts for 5 years or 100,000 kilometres (whichever occurs first).

Emissions Control Systems Coverage

The Emissions Control System is covered by two warranties: the Emissions Defects Warranty and the Emissions Performance Warranty.

Emissions Defects Warranty Coverage

Under the Emissions Defects Warranty, Ford provides coverage from the original warranty start date for emissions related defects for 36 months or 60,000 kilometres (whichever occurs first) for passenger cars and light duty trucks (applies to vehicles up to 3,856 kilograms (8,500 lb) GVWR); or 5 years or 80,000 kilometres (whichever occurs first) for heavy duty vehicles over 3,856 kilograms (8,500 lb) GVWR up to 8,845 kilograms (19,500 lb) GVWR. During this coverage period, Ford warrants that:

- Your vehicle or engine is designed, built and equipped to meet the applicable emissions standards prescribed by law at the time it was sold.
- Your vehicle or engine is free from defects in factory-supplied materials and/or workmanship that could prevent it from conforming to those applicable emissions standards.
- You will not be charged for diagnosis, repair, replacement or adjustment of defective emissions-related parts listed under “Parts Covered by the Emissions Defect and Performance Warranties” on page 10.

Note: The Focus Electric vehicle (or any fully-electric vehicle) is not eligible for any emissions warranties described in this booklet.

Emissions Performance Warranty Coverage

Under the Emissions Performance Warranty Coverage, Ford will repair, replace or adjust — with no charge for labour, diagnosis, or parts — any emissions control device or system:

- If you have maintained and operated your vehicle according to the instructions on proper care in this Warranty Guide and your Owner's Guide;
- If your vehicle fails to conform during the warranty coverage period of 36 months or 60,000 kilometres (whichever occurs first) for passenger cars and light duty trucks (applies to vehicles up to 3,856 kilograms (8,500 lb) GVWR), or 5 years or 80,000 kilometres (whichever occurs first) for heavy duty vehicles over 3,856 kilograms (8,500 lb) GVWR up to 8,845 kilograms (19,500 lb) GVWR, to the applicable emissions standards;

WARRANTY INFORMATION

- If you are subject to a penalty or sanction under local, provincial, or federal law because your vehicle has failed to conform to the applicable Emissions Standards (a penalty or sanction can include being denied the right to use your vehicle); and
- If your vehicle has not been tampered with, misused, or abused.

Parts Covered by the Emissions Defect and Performance Warranties

Air Flow Sensor; Air/Fuel Feedback Control System and Sensors; Air Induction System; Battery Energy Control Module (BECM); Catalytic Converter (including Selective Catalytic Reduction and Diesel Oxidation Catalysts); Cold Start Enrichment System (diesel only); Controls for Deceleration (diesel only); Diesel Exhaust Fluid System; Diesel Particulate Filter; Electronic Engine Control Sensors and Switches; Powertrain Control Module (PCM)/Engine Control Module (ECM)*; Electronic Ignition System (diesel only); Evaporative Emissions Control System; Exhaust Gas Recirculation (EGR) System; Exhaust Manifold; Exhaust Pipe (Manifold to Catalyst); Fuel Filler Tube (non-diesel only) and Seal; Fuel Injection System; Fuel Injector Supply Manifold; Fuel Tank (non diesel only); Fuel Tank Pressure Control Valve; High-Voltage Battery; Idle Air Bypass Valve (Excluding Hybrid); Ignition Coil and/or Control Module; Intake Manifold; Intercooler Assembly - Engine Charger (diesel and 2.0 litre Ecoboost® engine only); Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System; PCV System and Oil Filler Cap; Plug-in Hybrid Electric Vehicle (PHEV) On-board Charger; Secondary Air Injection System (Excluding Hybrid) Spark Control Components; Spark Plugs and Ignition Wires; Thermostat; Throttle Body Assembly (MFI); Transmission Control Module (TCM) and solenoids; Turbocharger Assembly; Vacuum Distribution System; exhaust pipe (manifold to catalyst); fuel tank; high voltage battery; Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only); Brake Vacuum Pump (Plug-in Hybrid vehicles only); Fuel Filler Door Sensor (Plug-in Hybrid vehicles only); High Voltage Battery, HVAC Controller (Plug-in Hybrid vehicles only); Inverter System Controller (Plug-in Hybrid vehicles only); Motor Electronics Coolant Pump (plug-in Hybrid vehicles only); PHEV Onboard Charger; Transmission Assembly (Plug-in Hybrid vehicles only); Transmission Auxiliary Oil Pump (Plug in Hybrid vehicles only); Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only).

* Includes hardware and emissions related software changes only

Additional Parts Covered by the Emissions Warranty

Also covered by the two Emissions Warranties are all emissions related bulbs, hoses, clamps, brackets, belts, tubes, gaskets, seals, connectors, gasoline fuel lines, and wiring harnesses that are used with components on the list of parts, above.

Parts that should be replaced as per Ford's Scheduled Maintenance Services are covered against defects in materials or workmanship made or supplied by Ford until the earlier of:

- A. The first replacement time that is specified in your Owner's Manual; or
- B. The "time and distance travelled" limits of the Defect and Performance Warranties (whichever occurs first)

There may be additional coverage for these parts through the Powertrain Coverage or Diesel Engine Coverage. In any case, the warranty with the broadest coverage applies.

Your Ford or Ford Lincoln dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

Emissions Defect/Performance Warranty:

Additional Parts Covered

Ford also provides the following coverages for emissions related defects for the parts listed below including labour and diagnosis.

Passenger cars and light duty trucks (applies to vehicles up to 3,856 kilograms (8,500 lb) GVWR): 8 years or 130,000 kilometres (whichever occurs first) from the original warranty start date: Catalytic Converter, Electronic Emission Control Unit (ECU), and any other On-Board Diagnostic Modules, including the Battery Energy Control Module (BECM).

Tire Warranty

Two separate warranties apply to the tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory-supplied materials or workmanship until the earlier of: (i) expiration of the Basic Coverage period of 36 months or 60,000 kilometres (whichever occurs first); or (ii) until the tire requires normal replacement, for 100% of labour costs and on a pro rata adjustment basis for parts (see the Reimbursement Schedule below). Defective tires will be replaced on a pro rata adjustment basis according to the following kilometre-based Reimbursement Schedule:

Vehicle Distance Travelled	Percent of Parts Covered by Ford
1-20,000 kilometres	100%
20,001-40,000 kilometres	60%
40,001-60,000 kilometres	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Basic Coverage terms or period. You will find the manufacturer's tire warranty with the owner literature supplied with your new vehicle.

Tire replacements under the New Vehicle Limited Warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and model to substitute for the original brand and/or model even if still available.

Normal tire wear or damage is not reimbursable. See page 16 for details of what is not covered.

WARRANTY INFORMATION

Unique Warranty Coverage for Specified Components

Brake pads and linings*, manual transmission clutch disc*, windshields, wheel balance and alignment are covered against defects in factory-supplied materials or workmanship for 12 months or 20,000 kilometres (whichever occurs first) from the original warranty start date. *Refer to page 14 for additional coverage information.

Wiper blades are covered against defects in factory-supplied materials or workmanship for 6 months unlimited distance travelled from the original warranty start date. Refer to page 14 for additional coverage information.

Genuine Ford Accessories Coverage

Ford of Canada warrants that their authorized dealers will repair or replace any Genuine Ford Accessory that is properly installed by the authorized dealer that sold the accessory and found to be defective in factory-supplied materials or workmanship during the warranty period noted below, as well as any component damaged by the defective accessory. The accessory will be warranted for the greater of the following:

- 24 months unlimited kilometres; or
- The remainder of your Basic Coverage period.

This means that Genuine Ford Accessories purchased along with your new vehicle and installed by the dealer are covered for the full length of your Basic Coverage period — 36 months or 60,000 kilometres (whichever occurs first).

What is Not Covered Under this New Vehicle Limited Warranty?

Damage Caused by Accident, Misuse or Alteration

Examples of items not covered are:

- Accident collision, fire, theft, freezing, vandalism, riot, floods, explosion, dismantling, or objects striking the vehicle (including driving through a car wash)
- Misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
- Alterations, modifications or reconstruction of the vehicle, including the body, chassis, or any other component after the vehicle leaves the control of Ford of Canada
- Alterations or modifications to allow the use of alternate fuels after the vehicle leaves the control of Ford of Canada
- Rebuilding the vehicle after it has suffered such extensive collision damage in an accident that it was junked, written-off or deemed to be written-off, even if the rebuilt vehicle uses undamaged parts and components from the written-off vehicle

- Tampering with the vehicle, including tampering with the emissions systems or with other parts that affect these systems (for example, exhaust and intake systems)
- Contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into the engine or battery
- Non-Ford parts installed after the vehicle leaves Ford of Canada's control and causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, remote starting systems and performance enhancing powertrain components
- Improper vehicle storage (refer to your Owner's Manual for required storage procedures necessary to protect the high-voltage battery)

NOTE: Warranty coverage will be invalidated on parts affected by such damage.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration, fading, discoloration and other appearance matters that result from use and/or exposure to the elements.

Examples are:

- Stone Chips and Scratches (e.g. on paint and glass)
- Windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 20,000 kilometres (whichever occurs first) even though caused by use and/or exposure to the elements.
- Dings/Dents
- Lightning and Hail
- Earthquake
- Cuts, Burns, Punctures or Tears
- Bird and Bee Droppings
- Road Salt and Tree Sap
- Windstorm
- Water or Flood

Damage Caused by Improper Maintenance

The New Vehicle Limited Warranty does not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids.

In fact, failure to perform maintenance as specified in your *Owner's Manual* will invalidate warranty coverage on parts affected by improper maintenance.

Please consult your Owner's Manual for correct fluid specifications and levels, and read the *Scheduled Maintenance* chapter in your *Owner's Manual*, for instructions on proper maintenance of your vehicle.

Maintenance and Wear

The New Vehicle Limited Warranty does not cover parts and labour needed to maintain your vehicle and replacement of parts due to normal wear and tear (except for items listed under Some Maintenance and Wear Items Have Limited Coverage). You, as the owner, are responsible for these items. Here are examples:

- Oil Changes
- Cleaning/Polishing
- Engine Tune-ups
- Oil/Air Filters
- Tire Rotations
- Oils, Lubricants, Other Fluids

Parts that should be replaced as per Ford's Scheduled Maintenance Services are covered against defects in materials or workmanship made or supplied by Ford until the earlier of:

- A. The first replacement time that is specified in your *Owner's Manual*; or
- B. The "time and distance travelled" limits of the New Vehicle Limited Warranty (whichever occurs first).

Some Maintenance and Wear Items Have Limited Coverage

Ford of Canada dealers will replace the following maintenance and wear items for 12 months or 20,000 kilometres (whichever occurs first) from the original warranty start date, if required due to failure caused by normal wear and tear:

- Brake pads and linings
- Manual transmission clutch disc

Ford of Canada dealers will replace the wiper blades for 6 months unlimited distance from the original warranty start date, if required due to failure caused by normal wear and tear.

Other Items and/or Conditions Not Covered by this Warranty

Examples of other items that are not covered are:

- Non-Ford parts of your vehicle including Non-Ford parts that are installed by body builders or manufacturers other than Ford; or damage to Ford components caused by installation of non-Ford parts
- Disconnecting or altering the odometer, or where the actual distance travelled cannot be determined due to the odometer being inoperative for an extended period of time (this will void the New Vehicle Limited Warranty)
- Vehicles currently or previously titled as "dismantled", "fire", "flood", "junk", "reconstructed", "totaled", or "salvaged" (this will void the New Vehicle Limited Warranty)
- Vehicles determined to be a "total loss" by an insurance company (this will void the New Vehicle Limited Warranty)
- Converted ambulances that are not equipped with the Ford Ambulance Prep Package*
- High-voltage battery replacement due to improper vehicle storage. Refer to the Owner's *Manual* for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time
- The Lithium-ion battery (high-voltage battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your *Owner's Manual* for important tips on how to maximize the life and capacity of the Lithium-ion battery.
- Ford Authorized Parts replaced other than under this New Vehicle Limited Warranty or pursuant to a Ford Customer Satisfaction Program or Ford Recall are not eligible for the balance of the New Vehicle Limited Warranty, however they may carry their own warranty (see your dealer for more information).

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs or replacement under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modifications
 - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots

WARRANTY INFORMATION

- installation of unauthorized software, peripherals and attachments
- unauthorized, unapproved and/or incompatible repairs, upgrades and modification
- the defective function of a cellular phone or digital media device (e.g., inadequate signal reception by the external antenna, viruses or other software problems)

***Important Information on Ambulance and Fire/Rescue Conversions:**

Ambulance and Fire/Rescue Conversions

Ford vehicles are suitable for producing ambulances and fire/rescue vehicles only if equipped with the Ford Ambulance Prep Package or Fire/Rescue Prep Package. In addition, Ford urges ambulance manufacturers and fire/rescue vehicle manufacturers to follow the recommendations of the "Ford Incomplete Vehicle Manual" and the "Ford Truck Body Builder's Layout Book" (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package or Fire/Rescue Prep Package to produce an ambulance or fire/rescue vehicle voids the Ford New Vehicle Limited Warranty and may void the Emissions Control Systems Coverage under this warranty. Vehicles used as ambulances or fire/rescue vehicles without the Ford Ambulance or Fire/Rescue Prep Package could experience elevated underbody temperature, fuel over pressurization and the risk of fuel expulsion and fires. Whether the vehicle is equipped with the Ford Ambulance Prep Package or Fire/Rescue Prep Package may be determined by inspecting the information plate on the driver's rear door pillar. Knowing whether the ambulance or fire/rescue manufacturer has followed Ford's recommendations can be determined by contacting your vehicle's ambulance or fire/rescue manufacturer.

What is Not Covered Under the Tire Warranty?

Normal wear and/or worn-out tires are not covered by the New Vehicle Limited Warranty.

Other examples of items not covered are:

- Road hazard damage including cuts, snags, bruises, bulges and impact breaks (due to potholes and curbs or other road hazards).
- Damage caused by a puncture or tire repair.
- Damage from improper inflation or alignment, tire chains, racing, spinning (e.g. when stuck in snow or mud), and improper mounting or dismounting.
- Tire vibration or ride harshness is not covered beyond 12 months or 20,000 kilometres (whichever occurs first) unless caused by a defect in factory supplied materials or workmanship
- Tires replaced other than pursuant to the New Vehicle Limited Warranty Tire Warranty are not eligible for the balance of the Tire Warranty, however they may carry their own warranty (see your dealer or the tire manufacturer for more information).

What is Not Covered Under the Emissions Warranties?

Ford will deny you warranty coverage if your vehicle or part has failed because you:

- Abused or neglected it
- Did not maintain it properly
- Added unapproved modifications
- Used improper fuel/fluids
- Experienced any item included in “What is Not Covered Under this New Vehicle Limited Warranty?”

New Vehicle Warranty Limitations

The foregoing coverage described in the New Vehicle Limited Warranty are the only express warranties on the part of Ford of Canada and the selling dealer. You may have other rights which may vary by province.

In the province of Québec, none of the following limitations and exclusions will exclude or restrict the warranty provided for in Section 37 or 38 of the Québec Consumer Protection Act.

The foregoing express warranties are in substitution for and exclude all other liabilities of any kind whether arising under statute, in tort, by implication of law or otherwise including, to the full extent as may be allowed by law, liability for any other representations respecting the vehicle, statutory warranties or implied warranties or conditions as to its merchantability or fitness.

Any implied warranty or condition as to merchantability or fitness is limited to the applicable warranty duration period as specified herein.

In no event shall Ford of Canada or the selling dealer be liable for the loss of or damage to the vehicle or its parts, loss of use of the vehicle, loss of time, inconvenience, commercial loss, or special consequential or other damages, or on any other claims relating to or arising from any defect in factory materials or workmanship found except as provided for herein.

The above provisions do not preclude the operation of any applicable provincial statute which in certain circumstances may not allow some of the limitations and exclusions described in these warranty coverages.

In the province of Saskatchewan the duration of the applicable statutory warranties of that province shall be concurrent with and not consecutive to the duration of the foregoing coverage of this Ford of Canada New Vehicle Limited Warranty.

Inspect Your New Vehicle Carefully

Defects or damage to paint, sheet metal or other appearance items may occur during assembly or when the vehicle is in transit to the dealer. Normally, these defects are noted and corrected at the factory or by your dealer during new vehicle inspection. Paint, sheet metal or appearance defects present at the time your vehicle is delivered to you are covered by this warranty. For your protection, we suggest that if you do find any such defects, you notify your dealer within one week of the vehicle's delivery to you, as normal deterioration due to use and exposure is not covered by this warranty.

WARRANTY INFORMATION

Defects vs. Damage

Please note the distinction between “defects” and “damage” as used in the warranty. Defects are covered because we, the manufacturer, are responsible. This includes defects in Ford-supplied parts used in making warranty repairs as well as in the original parts of the vehicle. On the other hand, we have no control over damage caused by such things as modifications, collision, misuse and lack of maintenance. Therefore, **damage is not covered under this warranty.**

Take Care of Your Vehicle and It Will Take Care of You!

Proper maintenance protects you from major repair expense resulting from neglect or inadequate maintenance, and it may even help increase the resale value of your vehicle.

Your dealership has factory-trained technicians who can perform the required maintenance using Ford-approved parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Scheduled Maintenance section in your *Owner's Manual* will invalidate warranty coverage on parts affected by improper maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and have the dealer complete the **Scheduled Maintenance Validation Record**.

Does the New Vehicle Limited Warranty Apply to Your Vehicle?

Warranty Applies

The New Vehicle Limited Warranty described in this booklet applies to your vehicle if:

- It was originally sold or leased by a Ford of Canada dealer; and
- Is registered, licensed and operated in Canada or the United States.

Warranty Does Not Apply

The New Vehicle Limited Warranty described in this booklet will be void if the vehicle originally purchased in Canada, at any time:

- Is registered, licensed for use in countries other than Canada or the United States.

Taking Your Vehicle on a Trip?

If you travel with this vehicle outside of Canada or the United States, you may have to pay a servicing Ford dealer in a foreign country for a repair that could be covered under this New Vehicle Limited Warranty. If this occurs, you should present the paid repair order/invoice to a Ford of Canada dealer for refund consideration.

If You Are a Subsequent Ford Owner...

The benefits of the Ford Roadside Assistance Program are transferred (within the Powertrain Coverage period of 5 years or 100,000 kilometres – whichever occurs first), at no charge to you.

Need Assistance? We're Here to Help You...

Your satisfaction is important to Ford of Canada and to your dealer. Normally, matters concerning your vehicle will be resolved by your dealer's sales or service department.

Ford recommends that you do the following:

Talk with your dealer's sales manager or service manager. If the matter is not resolved to your satisfaction, consider discussing the matter with the owner or general manager of the dealership. If you still feel your concern was not fully addressed or you did not understand the explanations given for your questions, contact Ford of Canada's Customer Relationship Centre at (toll free) 1-800-565-3673 (FORD) or through our web site at www.ford.ca.

The Customer Relationship Centre address is as follows:

Ford Motor Company of Canada Limited
The Canadian Road
PO Box 2000
Oakville, ON
L6J 5E4

Mediation/Arbitration Program (for Canada only)

If you feel that the efforts by Ford and the dealer to resolve a factory-related vehicle service concern have been unsatisfactory, Ford of Canada participates in an impartial third-party mediation/ arbitration program administered by the *Canadian Motor Vehicle Arbitration Plan* (CAMVAP).

The CAMVAP program is a straightforward and relatively speedy alternative to resolve a disagreement when all other efforts to produce a settlement have failed. This procedure is without cost to you and is designed to eliminate the need for lengthy and expensive legal proceedings.

In the CAMVAP program, impartial third-party arbitrators conduct hearings at mutually convenient times and places in an informal environment. These impartial arbitrators review the positions of the parties, make decisions and, where appropriate, render awards to resolve disputes. CAMVAP decisions are fast, fair and final as the arbitrator's award is binding on both you and Ford of Canada.

The CAMVAP services are available in all Canadian territories and provinces. For more information, charge or obligation, call your CAMVAP provincial administrator directly at 1-800-207-0685 or visit www.camvap.ca.

IMPORTANT OWNER INFORMATION

Log on to www.ford.ca

The Ford of Canada web site contains information for you, the new vehicle owner. On www.ford.ca you can download printed material, contact us via e-mail, locate your nearest dealer, and so much more! These are just some of the ways www.ford.ca can be a great resource tool for you.

Roadside Assistance Coverage

Roadside Assistance Center 1-800-665-2006

A comprehensive package of benefits that will cover you in just about any emergency situation is included concurrently with your Ford New Vehicle Limited Warranty and most Ford Extended Service Plans. Roadside assistance is available 24 hours a day, 365 days a year, no matter where you travel across Canada or the Continental U.S.

Service - Ford Roadside Assistance

Every new Ford of Canada car and light truck includes the assurance of an emergency no-cost Roadside Assistance Program during the 5 year/100,000 kilometers (whichever occurs first) Powertrain coverage period.

Help is just a toll-free phone call away - 24 hours a day anywhere in Canada or the continental United States - should you ever need towing assistance, a jump-start or emergency travel reimbursement.

Contact Us

For complete Roadside Assistance terms, conditions and limitations, knowledgeable representatives can assist you 24 hours a day, 7 days a week.

Please call us at 1.800.665.2006 or you can send an email directly to Sykes Roadside Services roadsideinquires@sykes.com who is providing roadside services on behalf of Ford of Canada.

General Information

Eligibility

Ford of Canada's Roadside Assistance covers all Ford of Canada cars and light trucks. Service will be provided to the driver of the registered Ford Lincoln vehicle by Sykes Roadside Services on behalf of Ford of Canada.

Roadside assistance benefits are transferable to subsequent owners of your vehicle, at no cost, within the 5 year/100,000 kilometers coverage period (whichever occurs first).

Coverage Period

Although this program is separate from the New Vehicle Limited Warranty, the coverage is concurrent with the 5 year/100,000 km (whichever occurs first) Powertrain coverage period. Roadside Assistance coverage expires after 5 years or 100,000 kilometers, whichever occurs first, from the original vehicle in service date.

This initial coverage is a complimentary service. Ford of Canada may cancel your initial coverage at any time by written notice. There is no refund available to you in the event of cancellation.

- For more information, please call 1.800.665.2006 or you can send an email directly to Sykes Roadside Services roadsideinquires@sykes.com who is providing roadside services on behalf of Ford of Canada.

Coverage Services

Ford Roadside Assistance coverage is not a warranty, but a service provided to you by Sykes Roadside Services on behalf of Ford of Canada to minimize any unforeseen vehicle operation inconvenience. All coverage is limited to vehicles using publicly maintained roads (excludes off-road use, logging roads, etc.) and adjacent sites, and any other locations, which in the discretion of the service provider constitutes a publicly travelled thoroughfare.

Road Service

Towing of a disabled vehicle to the nearest Ford dealership, or the selling dealer if within 25 kilometers of the nearest Ford dealership (one tow per disablement). In the event that you use a service other than Ford Roadside Assistance, we will reimburse you up to a maximum of \$75 per disablement. Tow dispatches will occur on drivable and operable approved Ministry of Transportation roads where a towing facility can be safely dispatched. Extenuating circumstances will be reviewed on a case-by-case basis by Ford Motor Company of Canada Limited.

Trailers

The Program provides limited benefits for trailers being towed by the vehicle eligible for Roadside Assistance. Trailers will be covered up to \$100 if the disabled eligible vehicle requires service/towing to the nearest qualified dealer. If the trailer is disabled, but the towing vehicle is fully operational, the trailer does not qualify for any Roadside Assistance Services.

Service Calls

Battery Boost

Program provides for no charge jump starts for dead batteries. If the vehicle cannot be jump started, it will be towed at no charge.

Fuel Delivery

Program provides for up to 10 liters of fuel to stranded vehicles (out of fuel and not running) at no charge. Vehicles stranded at refuelling stations or dealers are not eligible for benefits. Delivery of up to 10 liters of fuel (max of 2 deliveries per calendar year).

Winching

Winch-out services for vehicles stuck in mud or snow on or near paved roads is covered. Winching covers a maximum of 100 feet from the road. Recoveries are not included as part of Roadside Assistance towing. Recoveries are defined as those efforts made to get a vehicle to a surface where a tow hook-up can occur.

Flat Tires

Program provides for no-charge spare tire mounting to replace flat tires or disabled wheels only. If a vehicle has more than one flat tire and cannot be driven, the vehicle may be towed at no charge to the nearest authorized dealership or tire service facility. This program does not cover tire repair.

Items Excluded From Coverage

- Parts, tire repairs, rental of towing equipment, storage fees, or any labour performed at a garage or service station.
- Any form of impound towing by other than a licensed service station or garage.
- Parts involved in lock-out service.
- Assistance from private citizens.
- All service operators providing service are independent contractors and are not employees of Ford. Therefore, the Ford Roadside Assistance Club does not assume any liability for any loss or damage to your vehicle or your personal property resulting from the rendering of such service.
- Any loss or damage is the sole responsibility of the servicing facility and should be reported to the proprietor of the facility and your own insurance company within 24 hours and prior to any repairs being carried out. Concerns about the service can be reported at the following contact information.

Emergency Lock-out Service

Should you accidentally lock yourself out of your vehicle Ford Roadside Assistance we will come to unlock your vehicle. Key recovery and/or replacements are not covered. In the event that you use a service other than Ford Roadside Assistance, we will reimburse you up to a maximum of \$75.

Extreme Weather

Certain geographic areas may experience weather or other situations that could temporarily affect the ability of service to be provided in a timely manner. In these situations, the 1-800 phone message advises of the delay in service in a particular area and may recommend to customers that they arrange their own service if possible. Claiming incurred expenses will be reimbursed up to a maximum reimbursement limit of \$75 per disablement. www.roadsideaid.com is an option to request service as well, customers can select the option to have an agent call them back through virtual hold rather than waiting on line.

Emergency Travel Expense Reimbursement

Should your vehicle become disabled due to a mechanical breakdown while you are more than 160 kilometers from your residence address, we will reimburse you up to \$500 (in total), for the following reasonable emergency expenses, (when not covered by insurance).

Covered Expenses:

- Local lodging and meals (excludes alcohol and tips).
- Vehicle rentals from bona fide car rental agencies (excludes gas expense).
- Commercial transportation to your destination, and return after repairs are completed.

Coverage period is the lesser of: date of vehicle disablement up to three (3) days in total, or the time at which your vehicle is repaired. Claims must be submitted within 20 days of incident to be eligible.

Travel Planner

As part of your Roadside Assistance plan, Ford offers Travel Planning services. Before you load up your Ford vehicle and embark on your next road trip, simply contact us to receive a free, customized Travel Planner through regular mail.

For more information, please call 1.800.665.2006 or you can send an email directly to Sykes Roadside Services roadsideinquires@sykes.com who is providing roadside services on behalf of Ford of Canada.

REIMBURSEMENT CLAIMING PROCEDURES

In the event that your vehicle has become disabled due to a mechanical breakdown and you have had to use a service other than Ford Roadside Assistance or while you are more than 160 kilometers from your residence address, simply print out this claim form to receive reimbursement for eligible tow services or travel expenses. File your claim no later than twenty (20) days after the occurrence.

Please include a letter detailing the sequence of events from the time the vehicle broke down to the time the vehicle was picked up.

- Include paid receipts that clearly detail the nature of the service being claimed, including copies of the tow receipt or repair/work order that pertained to the breakdown and all other pertinent receipts for the claim.
- Please retain a copy of all receipts and documentation.
- Please allow 4-6 weeks for the processing of your claim form.

There are a number of ways you can send in your claim to us. Once you have complied your documentation and receipts.

- Go to Ford.ca to complete the Claim Form and submit online.
- You can bring your claim form and documentation to your local Ford dealer who will submit the claim on your behalf to Sykes Roadside Services who is performing the roadside services on behalf of Ford of Canada.
- You can mail the completed Claim Form along with any requested documentation and receipts to the address below and we will forward the information for you to Sykes Roadside Services who is performing the roadside services on behalf of Ford of Canada.

Ford Motor Company of Canada Limited

Roadside Assistance Services

The Canadian Road, PO Box 2000

Oakville, ON L6K 1C8

For more information, please call 1.800.665.2006.

Ford of Canada reserves the right to amend or cancel The Ford Roadside Assistance Program at any time without incurring any liability.

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304

1. **PROPOSAL FORMAT**

Submit one (1) original and one (1) flash drive that contains an exact electronic replica of the Proposal. The original Proposal shall contain original ink signatures by a person authorized to sign on behalf of the Offeror. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 – Scope of Work and any additional information you deem necessary to evaluate your proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of one (1) page or less, which gives in brief, concise terms, a summation of the proposal.

Tab 2 – City of Austin Purchasing Documents

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0800 - Non-Discrimination and Non-Retaliation Certification
- E. Section 0835 - Non-Resident Bidder Provisions
- F. Section 0900 – Subcontracting/Sub-Consulting Utilization Form
- G. Section 0905 – Subcontracting/Sub-Consulting Utilization Plan (if applicable)
- H. Addendums

Tab 3 – Authorized Negotiator

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

CAYLER DODSON
OFFICE 800-370-7490 OR 936-203-6132 CELL

Tab 4 – Proposed Vehicles

Provide the following information for each vehicle offered:

- A. **Vehicle Attributes.** Provide detailed Manufacturer's descriptive literature and drawings or photographs and any other information about vehicle(s) specifications and included options exceeding the minimum standards included in the Solicitation. Include information about any relevant awards or recognition the proposed vehicle(s) have received.
- B. **Battery Range.** Indicate the maximum range in miles that the proposed vehicle(s) can operate without additional charging.
- C. **Safety Ratings.** Provide information on the proposed vehicle(s) safety features and safety ratings from an established ratings institute (IIHS, NHTSA or equivalent).

Tab 5 – Warranty and Terms

- A. **Warranty.** Provide a detailed description of warranty coverage offered for each vehicle type. The minimum warranty offered shall be a standard three years/36,000 mile bumper-to-bumper warranty. Be specific about what is not included in any extended warranty offered. Detail whether the warranty offered meets or exceeds the minimum coverage.
- B. **Terms and Conditions (if applicable).** If your offer includes a leasing option, provide a detailed description of leasing terms and conditions or a sample lease agreement. Be detailed about any potential risks that would be passed on to the City. All lease proposals shall include a buyout

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

option of \$1.00 for the City at the conclusion of the lease term. Indicate how a leasing solution will provide cost savings to the City.

Tab 6 – Experience & Qualifications

Provide the following information

- A. **Full name and address of your company.** Identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business.
- B. **Corporate Experience and Qualifications.** Describe your firm's and any subcontracting firm's background in vehicle financing and leasing and/or other areas relevant to the Scope of Work.
- C. **Personnel Experience and Qualifications.** Provide resumes or bios for all individuals who will provide services under the Contract including subcontractors. Describe each individual's experience and competencies related to the Scope of Work. Include details, such as educational background, position title, number of years with your firm, awards, past employment, etc.
- D. **Client References.** Provide three complete and verifiable reference projects related to the Scope of Work in size, scope and complexity. Reference project contacts must be aware that they are being used and agreeable to follow-up by the City. Do not include reference projects prior to 2000.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work.

At minimum, reference information should include:

- (1) Client/agency name
- (2) Contact name (agency project manager), telephone, and email
- (3) Project name
- (4) Year project took place and length of project
- (5) Project budget
- (6) Project description
- (7) Personnel assigned to project and their role in the project

Tab 7 – Cost

Provide a breakdown of costs for each vehicle included in your offer with lease options detailing a "sum certain" cost. Include any applicable information such as lease term, interest, fleet incentives, manufacturer rebates and electric vehicle tax credits as they may apply to your offer.

Include any additional charges applied and discounts offered for each vehicle. If the Offer includes a lease option, the City requests the option to make annual payments for each vehicle in an effort to reduce administrative burden. For example: the City will make the first payment for months one (1) to twelve (12) within thirty (30) days of receipt of vehicle. The City will make the second payment for months thirteen (13) to twenty-four (24) one year after receipt of vehicle.

All prices shall include FOB destination, freight pre-paid and allowed.

Example Cost Breakdown:

Vehicle Category

Electric Vehicle Sedan (EV)

Year, Make & Model:

2017 Ford Focus EV

Purchase Price (if paid in full)

\$28,500

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

<u>Lease Term</u> (with annual payments and \$1.00 buyout option)	24 Months
<u>Capitalized Cost per Vehicle</u>	\$
<u>Annual Finance Charge per Vehicle</u>	\$
<u>Incentives</u>	- \$7,500 (EV Tax Credit)
<u>Total Price of Vehicle</u> (at the end of the lease term)	\$

Include a total cost for your proposed solution. The total cost schedule shall outline the total cost of owning the vehicles broken down by vehicle category (EV, Long Range EV, or PHEV). Include the option to purchase vehicle categories in different quantities and include the total cost to own for each vehicle broken down into price break categories for each vehicle category offered.

Example Total Cost Schedule:

<u>Vehicle Category</u>	
<u>Electric Vehicle Sedan (EV)</u>	
<u>Year, Make & Model:</u>	2017 Ford Focus EV
<u>Total Price of Each Vehicle</u> – Order quantity from 1-10 vehicles	\$24,000
<u>Total Price of Each Vehicle</u> – Order quantity from 11-20 vehicles	\$23,500
<u>Total Price of Each Vehicle</u> – Order quantity from 21-28 vehicles	\$23,250
<u>Total Price of Each Vehicle</u> – Order quantity from 28 or more vehicles	\$23,000

Evaluation points for Cost will be calculated based on the Total Price of Each Vehicle by vehicle category (EV, Long Range EV, PHEV) and based on a quantity of 11 vehicles per category. Offers do not need to include vehicles in each category to be considered. The City will determine the actual order quantities for each vehicle category after the evaluation process is completed. Your method of costing may or may not be used but should be described.

Tab 8 – Exceptions to the Proposal: Include this form in your Proposal package (Attachment B)

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

2. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. PROPOSAL ACCEPTANCE PERIOD:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the Solicitation closing date unless a longer acceptance period is offered in the Proposal.

4. PROPRIETARY INFORMATION:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

5. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

6. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

7. EVALUATION FACTORS AND AWARD:

- A. **Award:** The actual purchase composition will be based on the offers received for each vehicle category using the evaluation factors outlined in Paragraph B below. These evaluation factors shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

All Proposals will be evaluated based on the following criteria and rankings.

(1) Proposed Solution (Tab 4 & Tab 5):	40 points
(2) Experience & Qualifications (Tab 6):	20 points
(3) Cost (Tab 7)	30 points
(4) Local Business Presence:	10 points

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Proposer 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. 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.

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0304**

Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- (5) **Optional Presentations and Demonstrations.** The City will score Proposals on the basis of the criteria listed above. The City may select a "short list" of Offerors based on those scores. "Short-listed" Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" Proposals as a result, and to make award recommendations on that basis.

NEW 2017 FORD FUSION ENERGY



Fusion Energy SE. Available equipment.



COMPETITIVE STRENGTHS

Dual-zone electronic automatic temperature control. Custom comfort. Not available on Volt, Prius Prime.

Available rain-sensing windshield wipers. Automatic activation. Not available on Volt.

Integrated blind spot mirrors. Enhanced view. Not available on Volt, Prius Prime.

Available Enhanced Active Park Assist System. Ultrasonic sensors lend a hand in parking, from parallel to perpendicular; includes park out assist. Not available on Volt.

Available inflatable rear outboard safety belts. In the event of certain frontal or side collisions, they distribute crash force energy across more of the occupant's torso than a traditional safety belt. Not available on Volt, Prius Prime.

Easy Fuel[®] capless fuel filler. Fill-ups made simple. Not available on Volt, Prius Prime.

MyKey.[®] Programmable key can encourage safety belt use, limit top speed, display an earlier low-fuel warning, and keep audio volume down. Not available on Volt, Prius Prime.

ADDITIONAL WHY-BUYS

- EPA-estimated driving range of 21 miles in electric mode¹
- SmartGauge[®] with EcoGuide
- Available SYNC[®] 3 technology with Apple CarPlay[™] and Android Auto[™] compatibility
- AdvanceTrac[®] electronic stability control with brake-actuated traction control
- Personal Safety System[™] for driver and front passenger
- SOS Post-Crash Alert System[®]
- Perimeter alarm
- Rear view camera
- Leather-trimmed interior with heated front seats
- Available heated/cooled front seats and heated steering wheel
- Standard Level 1 120-volt convenience charging cord
- Available Aerovision[™] Level 2 models include 240-volt/30-amp charging station or 240-volt/16-amp portable wall outlet unit
- MyFord[®] Mobile app² and website includes a charging station locator powered by PlugShare[®]

Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. EPA-estimated rating of 43 city/31 hwy/32 combined mpg, 14-gallon tank, 22 miles electric. Range calculation based on www.ford.com/my. Actual range varies with conditions such as external elements, driving behaviors, vehicle maintenance and lithium-ion battery age. MyFord Mobile subscription complementary for 3 years from vehicle production date. Subscription fees apply after 3 years. MyFord Mobile requires a compatible cellular network. Evolving technology and cellular networks may affect future availability and functionality. *Charging times vary. See owner's manual for details. With standard powertrain for trim level configuration shown in chart. Actual mileage will vary. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation. See your dealer for limited warranty details.

Side-by-Side Comparison

FORD FLEET

	2017 FORD FUSION ENERGY	2017 CHEVROLET VOLT	2017 TOYOTA PRIUS PRIME 40R
Gas Engine	2.0L I-VCT Atkinson-cycle I-4	1.5L SIDI I-4	1.8L 4-cylinder DOHC with VVT-i
Electric Motor Output (kW)	86	111	90
Combined Horsepower	188	149	121
Electric Power Storage	Lithium-ion	Lithium-ion	Lithium-ion
Estimated Battery Charge Time	2.5 hours with available 240-volt charging station*	4.5 hours with available 240-volt charging station	2.17 hours with available 240-volt charging station
EPA-Estimated Total Driving Range¹ (miles)	610	420	640
EPA-Estimated Electric-only Driving Range¹ (miles)	0 to 22	0 to 53	25
Gas Engine Torque (lb.-ft. @ rpm)	129 @ 4,000	294	105
Transmission	eCVT	Voltec™ Electric Drive Unit	eCVT
Front Suspension	Independent short-long-arm with stabilizer bar	Independent MacPherson strut	Independent MacPherson Strut
Rear Suspension	Independent multilink	Semi-independent, compound crank	Double wishbone
Driveline	Front-wheel drive	Front-wheel drive	Front-wheel drive
Braking System (F/R)	Disc/disc Regenerative Braking System with Anti-Lock Brake System (ABS)	Disc/disc Regenerative Braking System with Anti-Lock Brake System (ABS)	Disc/disc Regenerative Braking System with Star Safety System™
Steering	Electric power-assisted	Electric power-assisted	Electric power steering; Power-assisted rack and pinion
Airbags	8	10	8
DIMENSIONS	(All dimensions are in inches unless otherwise noted.)		
Wheelbase	112.2	106.1	106.3
Length	191.8	180.4	182.9
Height	58.0	56.4	57.9
Width	83.5 (with mirrors) 72.9 (without mirrors)	71.2 (without mirrors)	69.3 (without mirrors)
Track Width (F/R)	62.3/62.0	60.6/61.8	60.2/60.6
Seating Capacity	5	5	4
Head Room (F/R)	39.2/37.8	37.6/35.8	38.4/37.2
Leg Room (F/R)	44.3/38.3	42.3/34.7	43.2/33.4
Hip Room (F/R)	55.0/54.4	53.7/51.3	53.7/51.6
Shoulder Room (F/R)	57.8/56.9	56.5/53.2	54.2/53.0
Passenger Volume (cu. ft.)	102.8	90.3	91.5
Cargo Volume (cu. ft.)	8.2	10.6	10.8
Fuel Tank Capacity (gal.)	14.0	8.9	11.3
Base Curb Weight (lbs.)	3,986	3,519	3,375
EPA-Estimated Rating (city/hwy/combined mpg)²	43/41/42	43/42/42	55/53/54
EPA-Estimated Rating MPGe (combined)³	97	106	133
Basic Warranty Coverage⁴	3 years/36,000 miles	3 years/36,000 miles	3 years/36,000 miles
Powertrain Warranty Coverage⁴	5 years/60,000 miles	5 years/100,000 miles	5 years/60,000 miles
Corrosion Warranty Coverage⁴	5 years/unlimited miles	6 years/100,000 miles	5 years/unlimited miles
24-Hour Roadside Assistance	5 years/60,000 miles	5 years/100,000 miles	—

NEW 2017 FORD C-MAX ENERGY



COMPETITIVE STRENGTHS

Class-exclusive¹ available hands-free foot-activated liftgate. Opens/closes with a simple leg kick under the rear bumper with the available Intelligent Access key in a purse or pocket. Not available on Volt, Prius Prime.

Class-exclusive dual-zone electronic automatic temperature control. Custom comfort. Not available on Volt, Prius Prime.

Class-exclusive integrated blind spot mirrors. Part of the sideview mirrors. Not available on Volt, Prius Prime.

Class-exclusive available panoramic fixed-glass roof. Luminosity. Not available on Volt, Prius Prime.

Available rain-sensing windshield wipers. Automatic activation. Not available on Volt.

Class-exclusive Easy Fuel² capless fuel filler. Fill-ups made simple. Not available on Volt, Prius Prime.

MyKey.³ Programmable key can encourage safety belt use, limit top speed, display an earlier low-fuel warning, and keep audio volume down. Not available on Prius Prime.

ADDITIONAL WHY-BUYS

- 2017 NHTSA 5-Star Side Crash Safety Rating⁴
- EPA-estimated driving range of 20 miles in electric mode⁵
- Impressive passenger volume: 99.7 cu. ft. with seating for 5
- SmartGauge⁶ with EcoGuide
- Available SYNC⁷ 3 technology with Apple CarPlay⁸ and Android Auto⁹ compatibility
- Available voice-activated Navigation System
- Available BLIS¹⁰ (Blind Spot Information System) with cross-traffic alert
- Available active park assist¹¹
- Active Grille Shutter System
- Driver's knee airbag
- AdvanceTrac¹² with class-exclusive RSC¹³ (Roll Stability Control¹⁴)
- Personal Safety System¹⁵ for driver and front passenger
- Safety Canopy¹⁶ System
- SOS Post-Crash Alert System¹⁷
- SecurLock¹⁸ Passive Anti-Theft System
- Available leather-trimmed interior with heated front seats
- Rear in-floor storage units
- Standard Level 1 120-volt convenience charging cord
- Available AeroVironment¹⁹™ Level 2 models include 240-volt/30-amp charging station or 240-volt/16-amp portable wall outlet unit
- MyFord²⁰ Mobile app²¹ and website includes Value Charging²²
- Intelligent Oil-Life Monitor²³

¹Class is Small Plug-In Hybrid Vehicles based on Ford segmentation. ²Government 5-Star Safety Ratings are part of the U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) New Car Assessment Program (www.safercar.gov). ³EPA-estimated rating of 39 combined mpg, 14-gallon tank, 20 miles electric. Range calculation based on www.fueleconomy.gov. Actual range varies with conditions such as external elements, driving behaviors, vehicle maintenance and lithium-ion battery age. ⁴Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. ⁵MyFord Mobile subscription complimentary for 5 years from vehicle production date. Subscription fees apply after 5 years. MyFord Mobile requires a compatible cellular network. Evolving technology and cellular networks may affect future availability and functionality. ⁶Based on your local utility's participation. ⁷Charge times vary. See owner's manual for details. ⁸With standard powertrain for trim level configuration shown in chart. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation. ⁹See your dealer for limited warranty details.

Side-by-Side Comparison

FORD FLEET

	2017 FORD C-MAX ENERGY 4DR HATCHBACK	2017 CHEVROLET VOLT 4DR	2017 TOYOTA PRIUS PRIME 4DR
Gas Engine	2.0L IVCt Atkinson-cycle I-4	1.5L SDI I-4	1.8L 4-cylinder DOHC with VVT-i
Electric Motor Output (kW)	88	111	90
Combined Horsepower	100	149	121
Electric Power Storage	Lithium-ion	Lithium-ion	Lithium-ion
Estimated Battery Charge Time	2.5 hours with available 240-volt charging station ²	4.5 hours with available 240-volt charging station	2.7 hours with available 240-volt charging station
EPA-Estimated Total Driving Range³ (miles)	570	420	540
EPA-Estimated Electric-only Driving Range³ (miles)	0 to 20	0 to 53	25
Gas Engine Torque (lb.-ft. @ rpm)	129	254	105
Transmission	eCVT	Voltec™ Electric Drive Unit	eCVT
Front Suspension	Independent with stabilizer bar	Independent MacPherson strut	Independent MacPherson Strut
Rear Suspension	Independent with stabilizer bar	Semi-independent, compound crank	Double wishbone
Driveline	Front-wheel drive	Front-wheel drive	Front-wheel drive
Braking System (F/R)	Disc/disc Regenerative Braking System with Anti-Lock Brake System (ABS)	Disc/disc Regenerative Braking System with Anti-Lock Brake System (ABS)	Disc/disc Regenerative Braking System with Star Safety System™
Steering	Electric power-assisted	Electric power-assisted	Electric power steering; Power-assisted rack and pinion
Airbags	7	10	8
DIMENSIONS	(All dimensions are in inches unless otherwise noted.)		
Wheelbase	104.3	106.1	106.3
Length	173.6	180.4	182.9
Height	63.8	56.4	57.9
Width	82.1 (with mirrors) 72.0 (without mirrors)	71.2 (without mirrors)	69.3 (without mirrors)
Track Width (F/R)	60.5/60.4	60.6/61.8	60.2/60.6
Seating Capacity	5	5	4
Head Room (F/R)	41.0/39.4	37.8/35.8	39.4/37.2
Leg Room (F/R)	43.1 max./36.5	42.1/34.7	43.2/33.4
Hip Room (F/R)	54.3/51.9	53.7/51.3	53.7/51.6
Shoulder Room (F/R)	55.9/55.2	56.5/53.2	54.2/53.0
Passenger Volume (cu. ft.)	99.7	90.3	91.5
Cargo Volume (behind 1st row) (cu. ft.)	42.8	10.6	19.8
Fuel Tank Capacity (gal.)	14.0	8.9	11.3
Base Curb Weight (lbs.)	3,859	3,519	3,375
EPA-Estimated Rating (city/hwy/combined mpg)⁴	41/38/39	43/42/42	55/53/54
EPA-Estimated Rating MPGe (city/hwy/combined)⁵	104/87/95	106	133
Hybrid-related Component Warranty Coverage⁶	8 years/100,000 miles	8 years/100,000 miles	8 years/100,000 miles
Basic Warranty Coverage⁷	3 years/36,000 miles	3 years/36,000 miles	3 years/36,000 miles
Powertrain Warranty Coverage⁸	5 years/60,000 miles	5 years/60,000 miles	5 years/60,000 miles
Corrosion Warranty Coverage⁹	5 years/unlimited miles	6 years/100,000 miles	5 years/unlimited miles
24-Hour Roadside Assistance	5 years/60,000 miles	5 years/60,000 miles	—

or alternative-fuel-capable vehicles.

Battersby was already familiar with the process of leveraging IRS clean-air vehicle tax credits, having previously negotiated price reductions for CNG Honda Civics when the IRS program applied to more than just plug-in vehicles.

"The obstacles to take advantage of the tax credit are not so much the process — filling out the paperwork — but finding dealerships that will work with public sector fleets to pass along some of the credit through the lower prices for electric vehicles," Battersby said. "The dealer must be engaged and willing to carry the burden until the next tax reporting cycle."

Anderson and Lawson collaborated on an approach for working with dealers. Lawson researched online tax documents, talked to industry peers, and contacted the IRS directly. "They were actually very helpful," Anderson said.

Working from a template Battersby supplied, Lawson and Anderson developed bid specification language inviting the dealers to give the government agency the best prices, including a percentage of the tax credit. (See sidebar, "Sample Tax Credit Disclosure.")

At a second bid meeting for the Nissan Leaf purchase, Lawson said he "took a more educational approach," clarifying dealers' misconceptions and explaining the credit submittal process.

In the end, the bid competition elicited one dealer's offer to return 100 percent of the tax credit amount — \$7,500 per vehicle — to the City through a reduced sales price.



BATTERSBY

Going After the Tax Credit

In seeking to profit from the electric vehicle tax credit, Lawson advises fleet managers first "educate yourself about the credit and the provision allowing dealers to apply for the credit for sales to tax-exempt entities."

To better understand the process and potential pitfalls, Battersby recommended "attend[ing] the Green Fleet Conference and other industry conferences to network with other fleet managers. Look up the Department of Energy publications and website. There are nearly 100 Clean Cities Coalitions throughout the United States. Consult your local Coalition for up-to-date information on incentive opportunities."

The second step, according to Anderson, is educating the dealer. "In many cases, dealer government fleet sales reps aren't even aware of the credit or the provision," she observed.

Next, determine if the dealer is eligible for the credit. "The dealer may not have a tax liability and therefore can't apply for the credit," Anderson explained.

This hurdle may be addressed by suggesting the dealer research the one-year carry-back or 20-year carry-forward tax provision included in the IRS Form 3800 (General Business Credit), which may allow the dealer to apply the credit in a more tax-favorable year, said Lawson.

Finally, Lawson, Anderson, and Battersby suggest holding a competitive bid, which encourages the dealer to pass along the credit.

"In these days of unprecedented budget constraints, don't leave serious money — in our case, \$15,000 — on the table," Lawson said. ☐

EV TAX CREDIT AVAILABLE IN LEASE AGREEMENTS?

While public sector fleets may not find access to the electric-vehicle tax credit through many fleet leasing companies, an Iowa-based company has worked with several automakers to develop a workable arrangement.

The Renewable Energy Network for Aggregated and Integrative Systems (RENAIS) has worked with major fleet dealers, including Nissan USA and Mitsubishi Motors North America, to establish leasing programs for their all-electric car models (e.g. the Nissan Leaf and the Mitsubishi i-MiEV). The programs are available to public sector and commercial fleets.

The program factors in all price reduction advantages — including the federal tax credit and individual state alt-fuel-vehicle incentives — to provide the best monthly lease payment possible, according to RENAIS President Michael Garvin.

Especially attractive to public sector fleets is the leasing program's budget neutral financing (BNF) model, which connects the monthly lease payment level to fuel-expense savings.

"Fleets apply the fuel savings of the latest alternative-energy vehicles to the lease payment," Garvin said. "In that way, the new all-electric car or CNG-powered truck is paid for out of operating costs, not capital funds."

The lease agreement is built upon data gathered in the pilot conversion with customers determining the length of the lease: one year, 18 months, or two years, Garvin explained.

"The fleet manager has only to decide if the vehicle's expected life is greater than the terms of the lease agreement. The program requires the vehicle warranty life be at least 50-percent longer than the lease terms," Garvin said.

The BNF program can work for electric and CNG cars as well as hydrogen-boost retrofits of diesel tractor-trailer trucks, Garvin explained. He invited fleet managers to e-mail him for more information at Michael@renais.org.



PHOTO: OKLAHOMA CITY FLEET SERVICES

Oklahoma City's new Nissan Leaf vehicles were delivered Aug. 16. Bill Hager, fleet services administrator, is shown checking them for specification compliance.