



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

October 25, 2018

Chastang Enterprises, Inc.
John Smith
Parts Manager
6200 North Loop E
Houston, Texas, 77026

Dear Mr. Smith:

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

| | |
|--------------------------------|--|
| Responsible Department: | Fleet Services |
| Department Contact Person: | Molly Strickland |
| Department Contact Email Addr: | molly.strickland@austintexas.gov |
| Department Contact Telephone: | 512-974-1749 |
| Project Name: | Autocar Original Equipment Manufacturer ("OEM") Parts and Service |
| Contractor Name: | Chastang Enterprises, Inc. |
| Contract Number: | MA 7800 GC180000008 |
| Contract Period: | 10/25/18 – 11/30/19 |
| Dollar Amount | \$109,000 |
| Extension Options: | None |
| Solicitation Type: | Cooperative |
| Solicitation Number: | None |

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

Sincerely,

John Hilbun
Contract Mgmt Specialist IV
City of Austin
Purchasing Office

cc: Molly Strickland, Fleet Services

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Chastang Enterprises, Inc. (“Contractor”)
for
Autocar Original Equipment Manufacturer (“OEM”) Parts and Service
MA 7800 GC180000008**

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

1.1 This Contract is composed of the following documents:

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

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

- 1.2.1 This document
- 1.2.2 Exhibit A - Supplemental Terms as referenced in Section 1.1.2
- 1.2.3 Exhibit B - Scope of Work as referenced in Section 1.1.3
- 1.2.4 BuyBoard Contract 521-16, as referenced in Section 1.1.4

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

1.4 Term of Contract. This Contract shall become effective on the date executed by the City (“Effective Date”) and shall remain in effect until November 30, 2019.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$109,000 for the Contract term.

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

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

CHASTANG ENTERPRISES, INC.

John Smith

Printed Name of Authorized Person

John Smith

Signature

Parts Manager

Title:

9/27/18

Date:

CITY OF AUSTIN

John Hilbun

Printed Name of Authorized Person

John Hilbun

Signature

Contract Mgmt Specialist IV

Title:

10/25/18

Date:

Exhibit A – Supplemental Terms

Exhibit B – Scope of Work

Exhibit C – Non-Discrimination and Non-Retaliation Certification

Exhibit D – Delivery Locations

**EXHIBIT A
SUPPLEMENTAL TERMS**

1. **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.
 - (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

EXHIBIT A
SUPPLEMENTAL TERMS

- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

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

2. **POST-EXECUTION**

- A. The Contractor may be required to attend a meeting with City personnel within thirty (30) calendar days after Contract execution. The purpose of the meeting is to discuss the terms and conditions of the Contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor maintains the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Exhibit B Scope of Work. The Contractor, or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

3. **DELIVERY REQUIREMENTS**

- A. Pickup and delivery shall be made as specified herein during normal City business hours Monday through Friday between the hours of 7:00 A.M. through 5:00 P.M. except for City-recognized legal holidays and weekends unless requested by Fleet Services in advance. See Exhibit D for delivery locations.
- B. For Parts:
- i. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
 - ii. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - iii. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any shipment unless the Fleet delivery order specifically states "Code Red" and "Code Red" is noted on the invoice. (NOTE: The term "Code Red" means that there is a critical need for the shipment such that the City is willing to pay expedited shipping charges for delivery as specified in the Scope of Work).

4. **INVOICES and PAYMENT**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City.

**EXHIBIT A
SUPPLEMENTAL TERMS**

Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
- F. Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, the following information: Equipment and/or parts numbers and descriptions, credit for core charge for core exchanges, documentation to support all parts charged to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number. The taxpayer identification number on the invoice must exactly match the information in the Contractor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.
- G. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a third party on behalf of the Contractor until the third party has been approved by the City and included in the Contractor's registration with the City.
- H. Invoices shall be mailed to the Fleet Service Center that placed the order.
- I. Monthly statements shall be mailed to the below address:

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

- J. The Contractor agrees to accept payment by either credit card, check, or electronic funds transfer ("EFT") for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- K. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within 30 calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

5. VERIFICATION OF CONTRACTOR'S PARTS PRICING

- A. Fleet Services Parts Room, Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the pricing specified in BuyBoard Contract 521-16, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated.
- B. If during the review the pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within 30 calendar days after written notification from the City's Contract Manager.

**EXHIBIT A
SUPPLEMENTAL TERMS**

6. RESTOCKING FEES

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

7. UNUSED INVENTORY (STOCK LIFT)

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

8. PRICING REQUIREMENTS - SPECIFIED ITEMS

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

9. WORKFORCE SECURITY CLEARANCE

- A. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. PERFORMANCE

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price.

**EXHIBIT A
SUPPLEMENTAL TERMS**

11. NON-COMPLIANCE

The City will not tolerate non-compliance to the City's terms and conditions and Exhibit B Scope of Work as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two working days after receipt of the City's notification unless a longer period is specified in the City's written notice. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring.

12. TERMINATION FOR CAUSE:

In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

13. TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

13. CORES (whenever applicable)

- A. Fleet Services will return cores within 30 calendar days after installation of a new or rebuilt part.
- B. If Fleet Services does not return core(s) within 30 calendar days, the Contractor must contact the Fleet Service Center Manager or designee, from where the part was delivered to request that the core be returned or to request reimbursement from the City for the Core(s) at the Contract rate. If the City pays for a core and later returns it to the Contractor, the City must be reimbursed.
- C. The City will not accept invoices for any core charges until 31 calendar days after the installation of the new or rebuilt part.

14. WARRANTY REQUIREMENTS - PARTS

- A. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum 12 months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.

**EXHIBIT A
SUPPLEMENTAL TERMS**

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

15. CONTRACT MANAGER

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

Molly Strickland – Fleet Services

1190 Hargrave Street

Austin, TX 78702

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

EXHIBIT B SCOPE OF WORK

1. PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Contractor to provide Autocar Original Equipment Manufacturer (OEM) parts for City vehicles.

The Contract will be utilized by the Fleet Services Department. The City reserves the right to allow other City Departments to utilize the Contract.

2. DEFINITIONS

- 2.1 Stock Parts are defined as high turnover parts that are most commonly needed by the City.
- 2.2 Non-Stock Parts are defined as low usage, high dollar parts that are not kept in inventory.
- 2.3. Back-ordered (or Out-of-Stock) Parts are defined as parts that are not currently in stock but have been ordered or will be ordered.
- 2.4. Code Red is a term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay expedited shipping charges.
- 2.5. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.
- 2.6. Special Order Items refers to parts that are hard to find such as parts for older vehicles and equipment that are no longer manufactured, parts that are made to order or new parts that have a limited supply.

3. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

3.1. All Parts

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

EXHIBIT B SCOPE OF WORK

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

3.2. Parts for the City's Inventory

- 3.2.1. All parts will be ordered on an as-needed basis.
- 3.2.2. The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time within the timeframe stipulated in this Scope of Work.
- 3.2.3. The stock level required shall be a 30 day supply of inventory, which the City will determine after Contract award. The City will provide the Contractor with a list of parts for the 30 day supply. If the City determines that changes to the list are necessary, the City will provide an updated list of parts required for the 30 day supply of inventory annually within 30 days of the contract anniversary date.
- 3.2.4. The Contractor shall provide a point of contact for receiving orders from the City to the City's Contract Manager within five calendar days after Contract award.
- 3.2.5. A City representative from the Fleet Service Center will contact the Contractor by telephone, e-mail, or fax, to place an order for parts.
 - 3.2.6.1. The order will include the part number, part description, quantity, delivery requirements and a unique delivery order number.
 - 3.2.6.2. The Contractor shall confirm the quantity to be shipped to the ordering Fleet Service Center representative by telephone, email or fax within two hours after the order is placed.
- 3.2.6. The Contractor shall deliver Stock Parts to the ordering Fleet Service Center based on the distance of the Contractor's premises from the Texas State Capitol as indicated:
 - 3.2.6.1 Less than or equal to 30 miles from the Texas State Capitol:

Parts ordered before 10:00 A.M. shall be delivered to the ordering Fleet Service Center no later than 5:00 P.M. the same working day the order is placed. Parts ordered after 10:00 A.M. shall be delivered before noon the next working day after the order is placed. The City will not pay shipping costs to obtain "stock" parts that the Contractor does not have in inventory at the time the City places the order.
 - 3.2.6.2 Greater than 30 miles from the Texas State Capitol:

Parts ordered before 10:00 A.M. shall be delivered to the ordering Fleet Service Center no later than noon the next working day. Parts ordered after 10:00 A.M. shall be delivered within two working days after the order is placed. The City will not pay shipping costs to obtain "stock" parts that the Contractor does not have in inventory at the time the City places the order.
- 3.2.1. The Contractor shall deliver Non-Stock Parts to the ordering Fleet Service Center within three working days after a Service Center places an order. If delivery cannot be made as specified,

EXHIBIT B SCOPE OF WORK

the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.

- 3.2.2. The Contractor shall deliver "Code Red" orders within one to two working days as specified in the order. The delivery order will specify "Code Red" and the number of days when authorized by the City.

3.2.2.1. The Contractor shall include the term "Code Red" on invoices when the City authorizes and specifies "Code Red" on the delivery order.

3.2.2.2. The Contractor may assess an expedited shipping charge (e.g. FedEx, UPS, Priority Mail...) for any "Code Red" orders placed by the City.

3.2.2.3. The Contractor shall provide a written receipt from the shipper showing the actual expedited costs for all Code Red shipments without any additional markups.

- 3.3. The Contractor shall honor all "Special Order" Items under the Contract pricing, without any additional markups.

- 3.4. The Contractor shall deliver Back-ordered or out-of-stock parts to the Fleet Service Center within five (5) working days after the order is placed. The Contractor shall notify the ordering Fleet Service Center representative of when the part(s) will be available by telephone, email or fax within two hours after the order is placed. If the Contractor cannot provide the backordered part within five working days, the City reserves the right to purchase the part on the open market.

4. MILEAGE

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

EXHIBIT C
City of Austin, Texas
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 not continue.

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.

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

Sanctions:

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

Term:

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

Dated this 27 day of September, 2018

CONTRACTOR
Authorized
Signature

Title

Chastang Ford
John S. Ford
Parts Manager

**CITY OF AUSTIN
FLEET SERVICES**

EXHIBIT D - DELIVERY LOCATIONS AND POINTS OF CONTACT

Service Center #1 & Hornsby Bend

Ricardo (Ric) Calvino, Manager
Keith Barrington, Supervisor
Adrian Alejo, Service Consultant
6301-A Harold Court
Austin, Texas 78721

servicecenter1@austintexas.gov

Main Tel. No. (512) 974-1703 / Fax: (512) 974-2233

Service Center #5

Andrew Ettles, Manager
Bob Baldwin, Supervisor
Robert Opheim, Supervisor
Paul Conde, Service Consultant
714 East 8th Street
Austin, TX 78701

servicecenter5@austintexas.gov

Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9909

Service Center #6

Merritt Jason Pratt, Acting Manager
Chad Long, Supervisor
James Fisher, Service Consultant
1182 Hargrave
Austin, TX 78702

servicecenter6@austintexas.gov

Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156

Service Center #8

Richard Pitman, Manager
Donald Vaughan, Supervisor
Frank Gomez, Supervisor
4411-D Meinardus
Austin, TX 78745

servicecenter8@austintexas.gov

Main Tel. No.: (512) 974-3075 / Fax No.: (512) 416-1635

Service Center #11

Michael Powell, Manager
Kevin Brown, Supervisor
Craig Subbert, Supervisor
6301-J Harold Court
Austin, TX 78721

servicecenter11@austintexas.gov

Main Tel. No.: (512) 974-2389 / Fax No.: (512) 974-9055

Service Center #12

Michael Powell, Manager
Kevin Brown, Supervisor
Craig Subbert, Supervisor
4108 Todd Lane
Austin, TX 78744

servicecenter12@austintexas.gov

Main Tel. No.: (512) 974-4368 / Fax No.: (512) 974-4328

Service Center #13

James Forman, Manager
2412 Kramer Lane, Bldg. A
Austin, TX 78758

servicecenter13@austintexas.gov

Main Tel. No.: (512) 978-2340 / Fax No.: (512) 978-2350

Parts Room - Service Center #1 & Hornsby Bend

| | |
|--|----------------|
| Amy Arredondo, Stores Coordinator | (512) 974-1759 |
| Osiris Valdez | (512) 974-9020 |
| Jose Herrera | (512) 974-1772 |
| Stasha Merz | (512) 974-2756 |

Email: amy.arredondo@austintexas.gov

Parts Room - Service Center #5

| | |
|---|----------------|
| Edward Kinch, Stores Coordinator | (512) 974-1889 |
| Gilbert Rodriguez | (512) 974-1841 |
| Rey Degollado | (512) 974-1813 |

Email: edward.kinch@austintexas.gov

Parts Room - Service Center #6

| | |
|---|----------------|
| Gloria Vasquez, Stores Coordinator | (512) 974-1857 |
| Daniel Ramirez | (512) 974-1743 |
| Roger Molina | (512) 974-9162 |

Email: gloria.vasquez@austintexas.gov

Parts Room - Service Center #8

| | |
|---|----------------|
| Brenita Selement, Stores Coordinator | (512) 974-3029 |
| Raymond Solis | (512) 974-2687 |
| Christopher Alvarez | (512) 974-4319 |

Email: brenita.selement@austintexas.gov

Parts Room - Service Center #11

| | |
|---|----------------|
| Mike Maharidge, Stores Coordinator | (512) 974-9022 |
| Harold Terry | (512) 974-1763 |

Email: mike.maharidge@austintexas.gov

Parts Room - Service Center #12

| | |
|---|----------------|
| Mike Maharidge, Stores Coordinator | (512) 974-9022 |
| Ruben Orosco | (512) 974-1721 |

Email: mike.maharidge@austintexas.gov

Parts Room - Service Center #13

| | |
|---|----------------|
| Glenn Iosbaker, Stores Coordinator | (512) 978-2341 |
| Luis Velez | (512) 978-2342 |

Email: glenn.iosbaker@austintexas.gov

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

| | |
|--|---|
| <p>Fleet Tire Shop Daniel Dominquez, Stores Coordinator 6301-K Harold Court Austin, TX 78721</p> <p>Email: daniel.dominquez@austintexas.gov Main Tel. No.: (512) 974-1788</p> | <p>Fleet Administration - Contracts & Contract Compliance 1190 Hargrave Street Austin, TX 78702</p> <p>Hazel Black, Contract Management Supervisor I (512) 974-1751 Fax: (512) 974-1769 hazel.black@austintexas.gov</p> |
| <p>Materials Control 6301-K Harold Court Austin, Texas 78721</p> <p>Lonnie Jones, Materials Control Supervisor Assigned Service Centers:</p> <p>Parts Rooms SC 1, 11, 12, Tire Shop Office (512) 974-1744 Email: lonnie.jones@austintexas.gov</p> <p>Henry Guerra, Materials Control Supervisor Assigned Service Centers</p> <p>Parts Rooms 5, 6, 8, 13 Office (512) 974-1547 Email: henry.guerra@austintexas.gov</p> | <p>Perry Been, Contract Management Specialist III (512) 974-2629 Fax: (512) 974-1769 perry.been@austintexas.gov</p> <p>Molly Strickland, Contract Management Specialist III (512) 974-1749 Fax: (512) 974-1769 molly.strickland@austintexas.gov</p> <p>Vacant, Contract Management Specialist II (512) 974- 1974 Fax: (512) 974-1538 vacant@austintexas.gov</p> <p>Steve Orwick, Contract Management Specialist I (512) 974-1768 Fax: (512) 974-1769 steve.orwick@austintexas.gov</p> |

GOAL DETERMINATION REQUEST FORM

| | | | |
|--|---------------------------|--------------------------------|---|
| Buyer Name/Phone | Erika Larsen/512-974-3127 | PM Name/Phone | Hazel Black/4-1751 |
| Sponsor/User Dept. | 7800 | Sponsor Name/Phone | Name/Phone |
| Solicitation No | Coop | Project Name | Autocar Original Equipment Manufacturer Parts |
| Contract Amount | \$97,000 | Ad Date (if applicable) | n/a |
| 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 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 checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification | | | |
| Provide Project Description** | | | |
| Autocar Original Equipment Manufacturer Parts | | | |
| Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No. | | | |
| Current contract GC170000006 - vendor is MBE | | | |
| List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable) | | | |
| 07047 | | | |
| Erika Larsen | | 06/26/2018 | |
| Buyer Confirmation | | Date | |

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

| | | | |
|--|-------------------------|--|-----------|
| FOR SMBR USE ONLY | | | |
| Date Received | 6/26/2018 | Date Assigned to BDC | 6/26/2018 |
| In accordance with Chapter 2-9(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

N/A

Subcontracting Opportunities Identified

N/A

Tracy Burkhalter

SMBR Staff

Signature/ Date

Tracy Burkhalter

6/26/18

SMBR Director or Designee

Date

6/26/18

Returned to/ Date:



Administration

RFQ

Reports

Shopping Cart

Welcome John [Log
Help Off]

Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)
[Browse Contracts](#)

Search:

521-16

- ☒ All
☐ Vendor Discounts Only
☐ Catalog Pricing Only

Refine Your Search:

Vendors

Chastang Enterprises (formerly
Chastang Ford)[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Vendor Name: Chastang Enterprises (formerly Chastang Ford)**Address:** 6200 N. Loop E.
Houston, TX 77026**Phone Number:** (713) 678-5039**Email:** emiller@chastangford.com**Website:** <http://www.chastangford.com>**Federal ID:****Contact:** Ed Miller**Accepts RFQs:** Yes**Minority Owned:** Yes**Women Owned:** No**Service-Disabled Veteran Owned:** No**Certificate Number:** 1760423419900**Certifying Agency:** State of Texas / Texas Comptroller of Public Accounts**EDGAR Forms Received:** Yes**No Israel Boycott Certificate:** No**No Excluded Foreign Terrorist Orgs:** No**Contract Name:** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**Contract#:** 521-16**Effective Date:** 12/01/2016**Expiration Date:** 11/30/2019**Service Fee:** Vehicles purchase orders are subject to a \$400 service fee**Payment Terms:** Net 30 days**Delivery Days:** 10**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States

Additional Info: NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for explained below, all vehicle fees (i.e. pre-deliver inspection, make ready, State manufacturer destination fees, etc.) charged for any purchase from this contract awarded vehicle base price(s). Vehicle fees not included in the base price(s) should not appear on the awarded dealer's quote for a vehicle offered for purchase under this contract. The Cooperative service fee is not a vehicle fee and is not included in the awarded pricing. Those vendors whose awarded pricing is stated on the BuyBoard on a per mile vehicle delivery fee. The above information has been communicated to Cooperative EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File line item page.

Quote Reference Number: 521-16**Return Policy:** No returns

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919



Phone: 800.695.2919

Fax: 800.211.5454

Email:
info@buyboard.com[Administration](#)[RFQ](#)[Reports](#)[Shopping Cart](#)[Welcome Erika](#) [[Log Off](#)]

Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)[Browse Contracts](#)

Search:

521-16

☒ All☐ Vendor Discounts Only☐ Catalog Pricing Only

Refine Your Search:

[Vendors](#)Chastang Enterprises (formerly
Chastang Ford)[X][Price Range](#)

Show all prices

[Category](#)

None Selected

[Contract](#)

None selected

[Additional Resources](#)**Vendor Name:** Chastang Enterprises (formerly Chastang Ford)**Address:** 6200 N. Loop E.

Houston, TX 77026

Phone Number: (713) 678-5039**Email:** emiller@chastangford.com**Website:** <http://www.chastangford.com>**Federal ID:****Contact:** Ed Miller**Accepts RFQs:** Yes**Minority Owned:** Yes**Women Owned:** No**Service-Disabled Veteran Owned:** No**Certificate Number:** 1760423419900**Certifying Agency:** State of Texas / Texas Comptroller of Public Accounts**EDGAR Forms Received:** Yes**No Israel Boycott Certificate:** No**No Excluded Foreign Terrorist Orgs:** No**Contract Name:** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**Contract#:** 521-16**Effective Date:** 12/01/2016**Expiration Date:** 11/30/2019**Service Fee:** Vehicles purchase orders are subject to a \$400 service fee**Payment Terms:** Net 30 days**Delivery Days:** 10**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Additional Info:** NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for explained below, all vehicle fees (i.e. pre-deliver inspection, make ready, State manufacturer destination fees, etc.) charged for any purchase from this contract awarded vehicle base price(s). Vehicle fees not included in the base price(s) should not appear on the awarded dealer's quote for a vehicle offered for purchase contract. The Cooperative service fee is not a vehicle fee and is not included in those vendors whose awarded pricing is stated on the BuyBoard on a per mile vehicle delivery fee. The above information has been communicated to Cooperative EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) in Vendor response document, and can be found in the Vendor Proposal File link page.**Quote Reference Number:** 521-16**Return Policy:** No returns

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: emiller@chastangford.com

Ed Miller
Chastang Enterprises
6200 N. Loop E.
Houston, TX 77026

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 521-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard

Procurement

Director

v.12.15

October 19, 2016

Sent Via E-mail: emiller@chastangford.com

Ed Miller
Chastang Enterprises
6200 N. Loop E.
Houston, TX 77026

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,



BuyBoard Procurement Director
v.12.15



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

1171

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Opening Date and Time:
August 24, 2016 at 2:00 PM

Proposal Number: 521-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2016
through November 30, 2017 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2016

USE Chastang Enterprises dba/ Chastang Ford

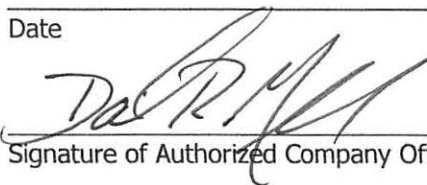
Name of Proposing Company

8/21/16

Date

6200 N Loop E

Street Address



Signature of Authorized Company Official

Houston, TX 77026

City, State, Zip

Daniel R Miller

Printed Name of Authorized Company Official

713-678-5039

Telephone Number of Authorized Company Official

V.P. Sales

Position or Title of Authorized Company Official

713-678-5001

Fax Number of Authorized Company Official

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Pricelist + USB

N-4 E-4
H-4



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Chastang Ford General Contact Name: Ed Miller

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: emiller@chastangford.com

Internet Contact: Ed Miller Phone: 713-678-5007

Alternate E-mail Address: jrudy@chastangford.com

Alternate Internet Contact: Jackie Rudy Phone: 713-678-5058

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: emiller@chastangford.com

Alternate E-mail Address: jrudy@chastangford.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: PO Box 21127 Department: Accts. Payable

City: Houston State: TX Zip Code: 77226-1127

Contact Name: Donna Matthews Phone: 713-678-5051

Fax: 713-671-9580 E-mail Address: dmatthews@chastangford.com

Alternative E-mail Address: nortiz@chastangford.com



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

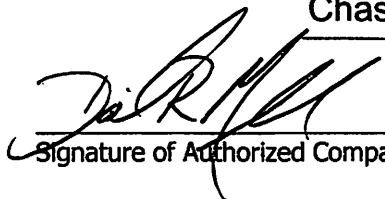
Name of Felon(s): N/A

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Chastang Enterprises dba/ Chastang Ford

Company Name


Signature of Authorized Company Official

Daniel R Miller

Printed Name

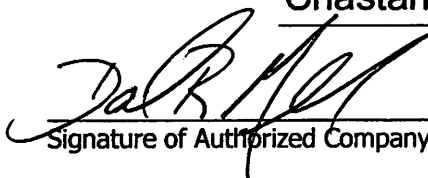
DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Chastang Enterprises dba/ Chastang Ford

Company Name


Signature of Authorized Company Official

Daniel R Miller

Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

| | | |
|---|---------------|----------|
| Chastang Enterprises dba/ Chastang Ford | 6200 N Loop E | |
| Company Name | Address | |
| Houston | TX | 77226 |
| City | State | Zip Code |

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- ☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

- ☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Chastang Enterprises dba/ Chastang Ford

Company Name


Signature of Authorized Company Official

Daniel R Miller

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

☒ I certify that my company has been certified as a HUB in the following categories:

- ☒ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

1760423419900

Name of Certifying Agency:

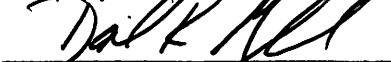
STATE OF TEXAS

☐ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Chastang Enterprises dba/ Chastang Ford

Company Name



Signature of Authorized Company Official

DANIEL R. MILLER

Printed Name

*

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Houston Minority Supplier Development Council (HMSDC), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. Provided that your company continues to remain certified with the HMSDC, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HMSDC in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HMSDC and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the HMSDC and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



| | |
|---------------------------|---------------|
| Certificate/VID Number | 1760423419900 |
| File/Vendor Number | 55938 |
| Approval Date | 09-OCT-2015 |
| Scheduled Expiration Date | 30-SEP-2016 |

In accordance with the Memorandum of Agreement between the
Houston Minority Supplier Development Council (HMSDC)
and the Texas Comptroller of Public Accounts (CPA) the CPA hereby certifies that

CHASTANG ENTERPRISES, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 05-NOV-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e. business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the HMSDC's program, you must immediately (within 30 days of such changes) notify the HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

REV 10/12

THIS CERTIFIES THAT

Chastang Enterprises, Inc
Chastang Ford



* Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 441110: 336211: 441310: 522220

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/09/2015

Issued Date

HS03597

Certificate Number

A handwritten signature in blue ink, reading "Joset Wright-Lacy".

Joset B. Wright-Lacy

A handwritten signature in blue ink, reading "Ingrid M. Robinson".

Ingrid M. Robinson, President

10/31/2016

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

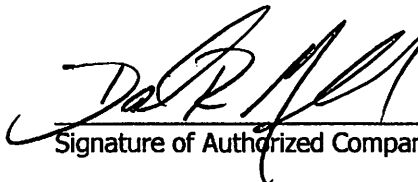
A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Chastang Enterprises dba/ Chastang Ford

Company Name


Signature of Authorized Company Official

Daniel R Miller

Printed Name

8/21/16

Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.ⁱ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☒ Prepaid and Add to Invoice ☐ Other:
driving or contract carrier

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: Varies ARO

4. Vendor Reference/Quote Number: BB 090116

5. State your return policy:

No Returns

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Chastang Enterprises dba/ Chastang Ford

Company Name


Signature of Authorized Company Official
FORM G

Daniel R Miller

Printed Name



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Chastang Enterprises dba/ Chastang Ford

Company Name

6200 N Loop E

Address

Houston

TX

77026

City

State

Zip

713-678-5000

713-678-5001

Phone Number

Fax Number

Ed Miller

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



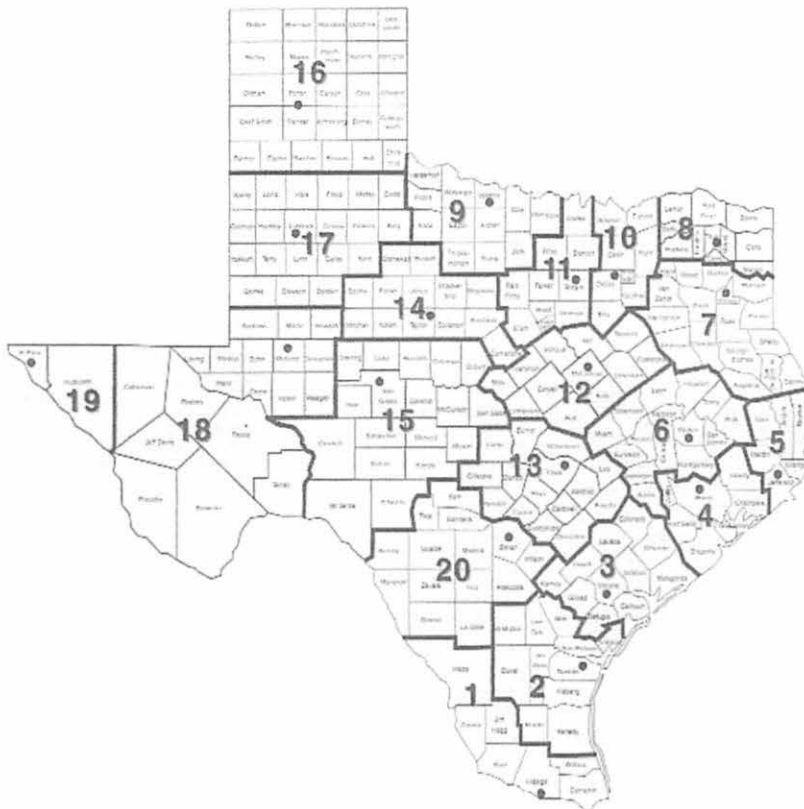
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☒ I will service Texas Cooperative members statewide.

☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| <input type="checkbox"/> | 1 | Edinburg |
| <input type="checkbox"/> | 2 | Corpus Christi |
| <input type="checkbox"/> | 3 | Victoria |
| <input type="checkbox"/> | 4 | Houston |
| <input type="checkbox"/> | 5 | Beaumont |
| <input type="checkbox"/> | 6 | Huntsville |
| <input type="checkbox"/> | 7 | Kilgore |
| <input type="checkbox"/> | 8 | Mount Pleasant |
| <input type="checkbox"/> | 9 | Wichita Falls |
| <input type="checkbox"/> | 10 | Richardson |
| <input type="checkbox"/> | 11 | Fort Worth |
| <input type="checkbox"/> | 12 | Waco |
| <input type="checkbox"/> | 13 | Austin |
| <input type="checkbox"/> | 14 | Abilene |
| <input type="checkbox"/> | 15 | San Angelo |
| <input type="checkbox"/> | 16 | Amarillo |
| <input type="checkbox"/> | 17 | Lubbock |
| <input type="checkbox"/> | 18 | Midland |
| <input type="checkbox"/> | 19 | El Paso |
| <input type="checkbox"/> | 20 | San Antonio |

Chastang Enterprises dba/ Chastang Ford

Company Name

Signature of Authorized Company Official

Daniel R Miller

Printed Name

☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Alabama | <input checked="" type="checkbox"/> Nebraska |
| <input checked="" type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Nevada |
| <input checked="" type="checkbox"/> Arizona | <input checked="" type="checkbox"/> New Hampshire |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> New Jersey |
| <input checked="" type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input checked="" type="checkbox"/> New Mexico |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> New York |
| <input checked="" type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> North Carolina |
| <input checked="" type="checkbox"/> Delaware | <input checked="" type="checkbox"/> North Dakota |
| <input checked="" type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> Ohio |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> Oklahoma |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> Pennsylvania |
| <input checked="" type="checkbox"/> Idaho | <input checked="" type="checkbox"/> Rhode Island |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Indiana | <input checked="" type="checkbox"/> South Dakota |
| <input checked="" type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> Virginia |
| <input checked="" type="checkbox"/> Maryland | <input checked="" type="checkbox"/> Washington |
| <input checked="" type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Michigan | <input checked="" type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Mississippi | |
| <input checked="" type="checkbox"/> Missouri | |
| <input checked="" type="checkbox"/> Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Chastang Enterprises dba/ Chastang Ford

Company Name


Signature of Authorized Company Official

Daniel R Miller

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

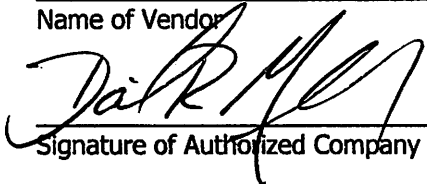
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Chastang Enterprises dba/ Chastang Ford

Name of Vendor


Signature of Authorized Company Official

8/21/16

Date

521-16

Proposal Invitation Number

Daniel R Miller

Printed Name of Authorized Company Official



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 32,174,896.⁰⁰ (The period of the 12 month period is 1/01/15 / 12/31/15). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

| PURCHASING GROUP | DISCOUNT (%) | QUANTITY/VOLUME | FOB TERM |
|---|--------------|-----------------|----------|
| 1. Federal General Services Adm. | N/A | | |
| 2. T-PASS | N/A | | |
| 3. U.S. Communities Purchasing Alliance | N/A | | |
| 4. The Cooperative Purchasing Network | N/A | | |
| 5. Houston-Galveston Area Council | 5 | | NET 30 |
| 6. Other | N/A | | |

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5 Proposed Discount (%): 5

Explanation: NO DIFFERENCE

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Chastang Enterprises dba/ Chastang Ford

Company Name

Daniel R Miller

Printed Name

[Signature]
Signature of Authorized Company Official

FORM L

COMM.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

| Entity Name | Contact | Phone# | Discount | Quantity/ Volume | FOB Term |
|----------------------|----------------|---------------|-----------------|-----------------------------|-----------------|
| 1. City of Houston | Lena Farris | 832-393-8729 | net+ | 25+/yr | net 30 |
| 2. Alvin ISD | Juan Mejias | 281-245-2989 | net+ | 12-15/yr | net 30 |
| 3. Harris County | Muddy McDaniel | 713-274-4071 | net+ | 30+/yr | net 30 |
| 4. Pasadena ISD | Roxie Kneisler | 713-740-5500 | net+ | 15+/yr | net 30 |
| 5. City of Grapevine | Patrick Hughes | 817-410-3340 | net+ | 10+/yr | net 30 |

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Chastang Enterprises dba/ Chastang Ford

Company Name

Signature of Authorized Company Official

Daniel R Miller

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.*)

Attach additional pages if necessary.

SEE ATTACHED PAGE

Chastang Enterprises dba/ Chastang Ford

Company Name

A handwritten signature in black ink, appearing to read "Daniel R Miller", written over a horizontal line.

Signature of Authorized Company Official

Daniel R Miller

Printed Name

Buyboard Marketing Program In Conjunction With Chastang Ford

A. Scope

If awarded all or a portion of the 521-16 contract for vehicles, Chastang Ford (hereafter referred to as CF) will continue to utilize a comprehensive marketing program to all members of the Buyboard purchasing program which has worked so well for other Buyboard contracts that we hold.

B. Implementation

CF will obtain a current database from Buyboard of its members and will formulate a direct mail campaign on a regular basis. This program will encompass a variety of information including CF contact information, HUB and minority business certifications, product information, and current vehicle production information. Other information deemed relative to the end users will be disseminated. It is the intent of CF to distribute these mailings and or e-mailings on a quarterly basis during the contract term.

CF will also establish an email database for key contacts of the Buyboard users so that breaking information can immediately be broadcast through e-mail notification.

CF will also publicize that we are a Buyboard vendor in other marketing that we do as well as to non-members of Buyboard to promote the Buyboard vehicle acquisition concept. This includes listing Buyboard Vendor on our website.

C. Summary

CF has been fortunate to have been a partner vendor in the Buyboard purchasing program for several other contracts. It has been a valuable part of our business growth over the past couple years and we hope to expand the offerings that are available from CF so that we are able to better assist the end users and simplify their vehicle acquisitions. The more complete the vehicle offerings that we can provide means less phone calls and time that the customer has to spend trying to figure out who to contact for each vehicle need. We also support many statewide municipal trade shows and display the Buyboard Buy signage in our booths.

CF is a member of the Texas Municipal League and Rocky Mountain Fleet Managers Assn. and actively support their trade shows. We publicize our affiliation with Buyboard at our booth at the annual TML Show and TASB Show.



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

N/A

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Chastang Enterprises dba/ Chastang Ford

Company Name

Signature of Authorized Company Official

Daniel R Miller

Printed Name

8/21/16

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Chastang Enterprises

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor

Corporation

Limited Liability Company

Partnership

Other

x

If other, identify _____

State of Incorporation (if applicable): TX

Federal Employer Identification Number: _____

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Chastang Ford



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

☒ **YES, I agree to the above.** (Initial: drm, [signature])

☐ **NO, I do NOT agree to the above.** (Initial: _____)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ **YES, I agree to the above.** (Initial: drm)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ **YES, I agree to the above.** (Initial: drm)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ **YES, I agree to the above.** (Initial: drm)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ **YES, I agree to the above.** (Initial: drm)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☒ **YES, I agree to the above.** (Initial: drm)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☒ **YES, I agree to the above.** (Initial: drm)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

8. Debarment and Suspension:


Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):


- ☒ **YES, I agree / certify to the above.** (Initial: drm )
- ☐ **NO, I do NOT agree / certify to the above.** (Initial: _____)
-

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☒ **YES, I agree to the above.** (Initial: drm )
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)
-


10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: drm )
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.


Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: drm )
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: drm )
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Chastang Enterprises dba/ Chastang Ford

Company Name


Signature of Authorized Company Official

DANIEL R. MILLER
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ **Completed: Proposer's Agreement and Signature** (Form A)
- ☒ **Completed: Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ **Completed: Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ **Completed: Resident/Nonresident Certification** (Form D)
- ☒ **Completed: Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ **Completed: Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ **Completed: Deviation/Compliance Signature Form** (Form G)
- ☒ **Completed: Dealership Listings** (Form H)
- ☒ **Completed: Texas Regional Service Designation** (Form I)
- ☒ **Completed: State Service Designation** (Form J)
- ☒ **Completed: National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ **Completed: Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ **Completed: Governmental References and Price/Discount Information** (Form M)
- ☒ **Completed: Marketing Strategy** (Form N)
- ☒ **Completed: Confidential/Proprietary Information Form** (Form O)
- ☒ **Completed: Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ **Completed: EDGAR Vendor Certification Form** (Form Q)
- ☒ **Completed: Forms Checklist** (Form R)
- ☒ **Completed: Proposal Specification Form with Catalogs/Pricelists** (Form S), **Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Options List.**
~~Catalogs/Pricelists must be submitted with proposal response or response will not be considered.~~



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Autocar Truck Models

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|--------------------------|--|---|------------------|-----------------------|---|
| 1 | Autocar | Autocar ACX42, Cab and Chassis Cabover, Low Cab Forward (LCF) | Autocar ACX42 - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISL 345HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment. | \$ 66470. | Autocar ACX42 | Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 2 | Autocar | Autocar ACM42, Cab and Chassis Cabover, Low Cab Forward (LCF) | Autocar ACM42 - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISB 200HP with Allison 2500 RDS, 6 speed transmission, complete with all manufacturer's standard equipment. | \$ 62140. | Autocar ACMD42 | Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|--------------------------|--|---|------------------|-----------------------|--|
| 3 | Autocar | Autocar ACX64 Cab and Chassis Cabover, Low Cab Forward (LCF) | Autocar ACX64 - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISL 345 HP with Allison 3000 RDS 5-speed transmission, complete with manufacturer's standard equipment. | \$ <u>69720.</u> | Autocar ACX64 | Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

Section II: Autocar Truck Models OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

| Item No. | Specified Brand or Equal | Short Description | Full Description | State Percent (%) of Discount off Catalog/Pricelist | State Name of Catalog/Pricelist | Vehicle Options/Exceptions to Discount |
|----------|---|--|---|---|---------------------------------|--|
| 4 | Original Equipment Manufacturer (OEM) Options | Discount (%) off Original Equipment Manufacturer (OEM) Options | Discount (%) off all Original Equipment Manufacturer (OEM) Options. | <u>0</u> % | Adnet Options | Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 5 | Third Party (not OEM) and Unpublished Options | Discount (%) off Third Party (not OEM) and Unpublished Options | Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment. | <u>0</u> % | Autocar Body List | Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

PROPOSAL NOTE:

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | State Percent (%) of Discount off Catalog/Pricelist | State Name of Catalog/Pricelist | Vehicle Options/Exceptions to Discount |
|----------|---|--|---|---|---------------------------------|--|
| 6 | Program Vehicles | Discount (%) off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned). | 0 % | N/A | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 7 | Original Equipment Manufacturer (OEM) Parts | Discount (%) off OEM Parts | Discount (%) off Original Equipment Manufacutrer (OEM) Parts. | 20 % | Autocar Bill of Materials | 20% Discount is off of list price. |
| 8 | Floor Plan Insurance | Discount (%) off Floor Plan Insurance | Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles). | 0 % | N/A | |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | State Percent (%) of Discount off Catalog/Pricelist | State Name of Catalog/Pricelist | Vehicle Options/Exceptions to Discount |
|----------|--|---|--|---|--|--|
| 9 | Lot Insurance | Discount (%) off Lot Insurance | Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles). | 0 % | No discount | |
| 10 | Extended Service Maintenance Agreements. | Discount (%) off Extended Service Maintenance Agreements. | Discount (%) off Extended Service Maintenance Agreements. | 0 % | No maintenance agreements offered, extended warranties on option lists | |

Section III: AUTOCAR TRUCK MODELS HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES

| Item No. | Specified Brand or Equal | Short Description | Full Description | Hourly Labor Rate and Delivery Fee | Detailed Information on Hourly Labor Rate and Delivery Fee | Exceptions to Hourly Labor Rate and Delivery Fee |
|----------|--------------------------|--|--|------------------------------------|--|--|
| 11 | Repair/Service | Not to Exceed Hourly Labor Rate for Repair/Service | Hourly Labor Rate for Repair/Service of Vehicle - State the Not to Exceed hourly labor rate for Installation/Repair Service. | \$ 125.00 | Chastang's Bayou City Autocar | None |
| 12 | Delivery Fees | Per Mile Delivery Fee for Vehicles | Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles. | \$ 1.70 /Per Mile | Driven | On Flatbed |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

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Section I: Ford Model Vehicles

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|--------------------------|-------------------|---|------------------|-----------------------|---|
| 116 | Ford Taurus SE (P2D) | Full Size Sedan | Taurus SE Sedan (P2D) - Taurus SE Trim Package, 3.5L V6 engine, complete with all manufacturer's standard equipment. | \$ NO BID | | Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 117 | Ford Fusion S (P0G) | Mid Size Sedan | Fusion S Sedan (P0G) - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment. | \$ NO BID | | Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|--------------------------|-------------------|--|------------------|-----------------------|--|
| 118 | Ford Fiesta S (P4A) | Compact Sedan | Fiesta S Sedan (P4A) - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment. | \$ NO BID | | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 119 | Ford Mustang (P8A) | Coupe | Ford Mustang V6 (P8A) - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment. | \$ NO BID | | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 120 | Ford Focus S (P3E) | Compact Sedan | Focus S Sedan (P3E) - Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment. | \$ NO BID | | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 121 | Ford C-Max Hybrid (P5A) | Compact Sedan | C-Max Hybrid Sedan (C-Max P5A) - Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment. | \$ NO BID | | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

PROPOSAL NOTE:

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|---|-----------------------------------|--|---------------------|--|--|
| 122 | Ford C-Max Energi (P5C) | Compact Sedan | C-Max Energi Sedan (C-Max P5C) - Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment. | \$ NO BID | | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 123 | Ford Police Interceptor AWD (P2M) | Law Enforcement Sedan AWD | Police Interceptor Sedan (P2M) - AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment. | \$ NO BID | | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 124 | Ford Police Interceptor Sport Utility AWD (K8A) | Law Enforcement Sport Utility AWD | Police Interceptor Sport Utility (K8A) - AWD, 3.7L V6 engine complete with all manufacturer's standard equipment. | \$ 23,597.00 | 2017 FORD AWD POLICE INTERCEPTOR UTILITY | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|---|--|--|---------------------|-----------------------------|--|
| 125 | Ford Expedition Special Services Package (U1F-102A) | Law Enforcement Sport Utility, Full Size | Expedition SSV Utility (U1F-102A) - 5.4L V8 engine, complete with all manufacturer's standard equipment. | \$ <u>27,273.00</u> | 2017 FORD EXPEDITION SSV XL | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 126 | Ford Explorer (K7B) | Sport Utility | Explorer Base Sport Utility (K7B) - Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment. | \$ <u>22,948.00</u> | 2017 FORD EXPLORER XL | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 127 | Ford Expedition XL (U1F-100A) | Sport Utility | Expedition XL Sport Utility (U1F-100A) - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment. | \$ <u>29,185.00</u> | 2017 FORD EXPEDITION XL | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 128 | Ford Expedition XL Extended Length (K1F-100A) | Sport Utility, Extended Length | Expedition EL Sport Utility (K1F-100A) - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment. | \$ <u>33,929</u> | 2017 FORD EXPEDITION SSV XL | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

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| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|---|--|--|---------------------|-----------------------------|--|
| 129 | Ford Expedition Special Services Package Extended Length (K1F-102A) | Law Enforcement Sport Utility, Extended Length | Expedition SSV Extended Length Utility (K1F-102A) - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment. | \$ <u>30,888.00</u> | 2017 FORD EXPEDITION SSV EL | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 130 | Ford Escape S (U0F) | Sport Utility | Escape Sport Utility (U0F) - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment. | \$ <u>16,988.00</u> | 2017 FORD ESCAPE S | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 131 | Ford Edge SE (K3G) | Crossover Sport Utility | Edge Crossover Sport Utility (K3G) - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment. | \$ <u>23,698.00</u> | 2017 FORD EDGE SE | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|----------------------------------|-------------------------|---|---------------------|-----------------------|--|
| 132 | Ford Flex (K5B) | Crossover Sport Utility | Flex Crossover (K5B) - Four door, 3.5L V6, complete with all manufacturer's standard equipment. | \$ <u>24,495.00</u> | 2017 FORD FLEX SE | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 133 | Ford F150, Regular Cab (F1C) | Full Size Pickup | F-150 Pickup, Regular Cab (F1C) - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment. | \$ <u>16,686.00</u> | 2016 FORD F150 XL | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 134 | Ford F150, Regular Cab, CNG/LPG | Full Size Pickup | F-150 Pickup, Regular Cab CNG/LPG - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment. | \$ <u>18,296.00</u> | 2016 FORD F150 XL CNG | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 135 | Ford F250, Regular Cab (F2A) | Full Size Pickup | F-250 Pickup, Regular Cab (F2A) - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment. | \$ <u>19,448.00</u> | 2017 FORD F250 XL | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 136 | Ford F350 SRW, Regular Cab (F3A) | Full Size Pickup | F-350 Pickup, Regular Cab (F3A) - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment. | \$ <u>21,848.00</u> | 2017 FORD F350 XL | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|----------------------------------|-------------------|---|---------------------|----------------------------|--|
| 137 | Ford F350 SRW, Chassis Cab (F3E) | Chassis Cab | F-350 Chassis Cab (F3E) - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>21,648.00</u> | 2017 FORD F350 SRW CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 138 | Ford F450 DRW, Chassis Cab (F4G) | Chassis Cab | F-450 Chassis Cab (F4G) - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>27,398.00</u> | 2017 FORD F450 CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 139 | Ford F550 DRW, Chassis Cab (F5G) | Chassis Cab | F-550 Chassis Cab (F5G) - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>28,148.00</u> | 2017 FORD F550 CHASIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 140 | Ford F650 Regular Cab Gas (F6A) | Chassis Cab | F-650 Chassis Cab (F6A) - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>37,698</u> | 2017 FORD F650 CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|------------------------------------|-------------------|--|---------------------|---------------------------------|--|
| 141 | Ford F750 Regular Cab Gas (F7A) | Chassis Cab | F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>38,448.00</u> | 2017 FORD F750 CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 142 | Ford F650 Regular Cab Diesel (F6D) | Chassis Cab | F-650 Chassis Cab (F6D) - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>43,266.00</u> | 2017 FORD F650 CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 143 | Ford F750 Regular Cab Diesel (F7D) | Chassis Cab | F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>43,346.00</u> | 2017 FORD F750 CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 144 | Ford Transit Connect Wagon (S9E) | Wagon | Transit Connect Wagon (S9E) - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment. | \$ <u>20,389.00</u> | 2017 FORD TRANSIT CONNECT WAGON | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|---------------------------------------|-------------------|---|---------------------|-------------------------------|--|
| 145 | Ford Transit Connect Van (S6E) | Cargo Van | Transit Connect Cargo Van (S6E) - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment. | \$ <u>17,927.00</u> | 2017 FORD TRANSIT CONNECT VAN | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 146 | Ford Transit 150, Passenger Van (E1C) | Cargo Van | T-150 Transit Cargo Van (E1C) - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>20,997.00</u> | 2017 FORD T150 MR VAN | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 147 | Ford Transit 250, Passenger Van (R1C) | Cargo Van | T-250 Transit Cargo Van (R1C) - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>21,887.00</u> | 2017 FORD T250 MR VAN | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 148 | Ford Transit 350, Passenger Van (W9C) | Cargo Van | T-350 Transit Cargo Van (W9C) - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment. | \$ <u>22,984.00</u> | 2017 FORD T350 MR VAN | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|---------------------------------------|-------------------|--|---------------------|-------------------------|--|
| 149 | Ford Transit 150, Passenger Van (K1C) | Passenger Van | T-150 Transit Passenger Van (E1B) - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment. | \$ <u>24,188.00</u> | 2017 FORD T150 MR WAGON | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 150 | Ford Transit 350, Passenger Van (X2C) | Passenger Van | T-350 Transit Passenger Van (X2C) - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment. | \$ <u>27,197.00</u> | 2017 FORD T350 MR WAGON | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 151 | Ford Transit 250 Cutaway (R5P) | Cutaway | T-250 Transit Cutaway Chassis (R5P) - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment. | \$ <u>17,157.00</u> | 2017 FORD T250 CUTAWAY | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 152 | Ford Transit 250 Chassis Cab (R5Z) | Chassis Cab | T-250 Transit Cutaway Chassis Cab (R5Z) - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment. | \$ <u>17,648.00</u> | 2017 FORD T250 CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|----------|-----------------------------------|-------------------|--|---------------------|---------------------------------|--|
| 153 | Ford E-350 Cutaway (E3F) | Cutaway Chassis | E-350 Cutaway Van Chassis (E3F) - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment. | \$ <u>19,995.00</u> | 2017 FORD E350 CUTAWAY | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 154 | Ford E-350 Stripped Chassis (E3K) | Stripped Chassis | E-350 Stripped Chassis - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment. | \$ <u>18,687.00</u> | 2017 FORD E350 STRIPPED CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 155 | Ford E-450 Cutaway (E4F) | Cutaway Chassis | E-450 Cutaway Chassis Cab (E4F) - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment. | \$ <u>21,788.00</u> | 2017 FORD E450 CUTAWAY | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 156 | Ford E-450 Stripped Chassis (E4K) | Stripped Chassis | E-450 Stripped Chassis (E4K) - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment. | \$ <u>20,478.00</u> | 2017 FORD E450 STRIPPED CHASSIS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section II: Ford Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

| Item No. | Specified Brand or Equal | Short Description | Full Description | State Percent (%) of Discount off Catalog/Pricelist | State Name of Catalog/Pricelist | Vehicle Options |
|----------|---|--|---|---|---------------------------------|--|
| 157 | Original Equipment Manufacturer (OEM) Options | Discount (%) off Original Equipment Manufacturer (OEM) Options | Discount (%) off all Original Equipment Manufacturer (OEM) Options. | 2 % | FORD CVT | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 158 | Third Party (not OEM) and Unpublished Options | Discount (%) off Third Party (not OEM) and Unpublished Options | Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment. | 0 % | VARIOUS UPFITTERS | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 159 | Program Vehicles | Discount (%) off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned). | 10 % | KELLY BLURE BOOK PRICING | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



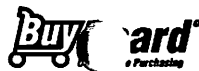
Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | State Percent (%) of Discount off Catalog/Pricelist | State Name of Catalog/Pricelist | Vehicle Options |
|----------|---|---------------------------------------|---|---|---------------------------------|-----------------|
| 160 | Original Equipment Manufacturer (OEM) Parts | Discount (%) off OEM Parts | Discount (%) off Original Equipment Manufacturer (OEM) Parts. | 20 % | FORD OEM PARTS CATALOG | |
| 161 | Floor Plan Insurance | Discount (%) off Floor Plan Insurance | Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles). | 0 % | | |
| 162 | Lot Insurance | Discount (%) off Lot Insurance | Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles). | 0 % | | |

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | State Percent (%) of Discount off Catalog/Pricelist | State Name of Catalog/Pricelist | Vehicle Options |
|----------|--|---|---|---|---------------------------------|-----------------|
| 163 | Extended Service Maintenance Agreements. | Discount (%) off Extended Service Maintenance Agreements. | Discount (%) off Extended Service Maintenance Agreements. | 5 % | FORD ESP MANUAL | |

Section III: FORD MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES

| Item No. | Specified Brand or Equal | Short Description | Full Description | Hourly Labor Rate and Delivery Fee | Detailed Information on Hourly Labor Rate and Delivery Fee | Exceptions to Hourly Labor Rate and Delivery Fee |
|----------|--------------------------|--|--|------------------------------------|--|--|
| 164 | Repair/Service | Not to Exceed Hourly Labor Rate for Repair/Service | Hourly Labor Rate for Repair/Service of Vehicle - State the Not to Exceed hourly labor rate for Installation/Repair Service. | \$ 125.00 | SHOP RATE FOR FORD MEDIUM DUTY TRUCK STORE | |
| 165 | Delivery Fees | Per Mile Delivery Fee for Vehicles | Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles. | \$ 1.50-2.00 /Per Mile | RATE VARIES WITH DISTANCE. SHORT TRIPS COULD BE N/C | FOR LONG DISTANCES WE SOMETIMES "DROP SHIP" TO LOCAL DEALER TO SAVE ON SHIPPING COSTS. |

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSER'S AGREEMENT AND SIGNATURE FORM:

Contract Time Period: December 1, 2016 through November 30, 2017 with two (2) possible one-year renewals.

Proposal Opening Date and Time: September 1, 2016 at 2:00 P.M.

Anticipated Cooperative Board Meeting Date: October 2016

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: CHASTANG Enterprises dba / Chastang Ford

Address: 6200 N LOOP E Houston TX 77026

Signature of Authorized Company Official:  Title: VP Sales

Telephone Number: 713 678 5000 Date: 8/21/16



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

The above referenced detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: CHASTANG ENTERPRISES dba/ CHASTANG Fuel

Address: 6200 N Loop E Houston TX 77026

Signature of Authorized Company Official:  Title: VP Sales

Telephone Number: 713 678 5000 Date: 8-21-16



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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Chevrolet** - detailed specifications have been revised to include line items No. 454, 455, and 456. These line items are included on page 2 of Addendum No. 3.
2. **Crane Carrier** - detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: CHASTANO ENTERPRISES dba/Chastano Fuel

Address: 6200 N Loop E Houston TX 77026

Signature of Authorized Company Official:  Title: VP Sales

Telephone Number: 713 678 5000 Date: 8/21/16



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Toyota** - detailed specifications have been revised to include line items No. 469. This line item is included on page 2 of Addendum No. 4.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: CHASTANG ENTERPRISES dba/Chastang Ford

Address: 6200 N Loop E Houston TX 77026

Signature of Authorized Company Official:  Title: VP Sales

Telephone Number: 713 678 5000 Date: 8/21/16

Control No. 231856



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: E112156

GENERAL DISTINGUISHING NO: P49643

Motor Vehicle Dealer

CHASTANG ENTERPRISES INC
CHASTANG FORD
PO BOX 21127
HOUSTON, TX 77226-1127

EXPIRES: 10/31/2016

PHYSICAL LOCATION:

6200 NORTH LOOP E
HOUSTON, TX 77026-1936

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

FORD MEDIUM TRUCK-MT, FORD-LT

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



*Government Sales Manager
North American Fleet, Lease and
Remarketing Operations*

August 20, 2016

Stacy Finn
BuyBoard, Procurement Specialist
Texas Association of School Boards

Dear Stacy,

On behalf of the Ford Motor Company, I would like to confirm that Chastang Ford is a franchised Ford dealer, authorized to sell and service Ford Motor Company vehicles in the United States.

Please let me know if you have any questions.

Sincerely,

Greg Dugan

Greg Dugan
**Government Sales Manager
North American Fleet, Lease &
Remarketing Operations
Ford Motor Company**



8/19/16

BuyBoard Purchasing Cooperative
P.O. Box 400
Austin, TX 78767-0400

To whom it may concern:

This letter is to certify that Chastang's Bayou City Autocar is an authorized distributor for Autocar products, and is approved to sell, install and service them in all regions of the United States. These products include the Autocar ACX, ACMD and ACTT models. Please feel free to contact us with any requests for additional information.

Sincerely,

Brandon Pritchett

Area Sales Director

Autocar, LLC.

bpritchett@autocartruck.com

Control No. 257402



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: C7278

GENERAL DISTINGUISHING NO: P22113

Motor Vehicle Dealer

CHASTANG ENTERPRISES INC
CHASTANG'S BAYOU CITY AUTOCAR
PO BOX 21127
HOUSTON, TX 77226-1127

EXPIRES: 06/30/2018

PHYSICAL LOCATION:

6200 NORTH LOOP E
HOUSTON, TX 77026-1936

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

AUTOCAR LCOE HEAVY TRUCK-HT, AUTOCAR LLCOE HEAVY TRUCK-HT, CUMMINS DIESEL ENGINE-EN

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

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