



**Amendment No. 1
of
Contract No. GA190000017
for
OEM Aftermarket Parts for
Emergency Vehicles
between
REV Parts, LLC
and the
The City of Austin**

- 1.0 The Contract is hereby amended as follows: Change the vendor name as requested by Halcore Group, dba American Emergency Vehicles

	From	To
Vendor Name	REV Parts, LLC	Halcore Group, Inc., dba American Emergency Vehicles
Vendor Code (for City use only)	V00000943327	V00000972157
Vendor Federal Tax ID (FEIN)		

- 2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Digitally signed by Linell Goodin-
Brown
Date: 2020.12.21 10:44:51 -06'00'

Linell Goodin-Brown
Procurement Supervisor
City of Austin, Purchasing Office

Signature & Date

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

Company Name: REV Parts

Company Address: 245 S. Executive Drive Suite 300

City, State, Zip: Brookfield, WI 53005

Vendor Registration No. V00000943327

Printed Name of Officer or Authorized Representative: Irina Hot

Title: Director of Aftermarket - East

Signature of Officer or Authorized Representative: IHot

Date: 11/12/18

Email Address: irina.hot@revgroup.com

Phone Number: (766) 877-0030

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

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
REVPARTS, LLC ("Contractor")
for
OEM AFTERMARKET PARTS FOR EMERGENCY VEHICLES
MA 7800 GA190000017**

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

This Contract is between REV Parts, LLC having offices at 245 S. Executive Drive, Suite 300, Brookfield, Wisconsin 53005 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7800 DDM1000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, IFB 7800 DDM1000 including all documents incorporated by reference
- 1.1.3 REV Parts, LLC Offer, dated November 12, 2018

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

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

1.3 Term of Contract.

1.3.1 The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to 2 additional 12 month periods at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$338,939.40 for the initial Contract term and \$112,979.80 for each extension option as indicated in the Bid Sheet,

IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

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

REV PARTS, LLC

CITY OF AUSTIN

Andrew Hansen
Printed Name of Authorized Person

Andrew Hansen
Signature

VP - Aftermarket
Title:

01/30/2019
Date:

Daniel Dellemonache
Printed Name of Authorized Person

[Signature]
Signature

Procurement Specialist III
Title:

3/12/19
Date:

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by [Indicate a suspense date for inquiries, e.g. at least fifteen (15) days prior to the Solicitation Due Date or the day following the Pre-Bid/Proposal/Response conference...]

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

Alternate Offers will be considered.

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

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

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

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. **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:

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- (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
 - ii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 (thirty-six) months. The Contract may be extended beyond the initial term for up to 2 (two) additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 (twelve) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **DELIVERY REQUIREMENTS:**
- Location:
- Fleet Service Center #6
-
- 1182 Hargrave St
-
- Austin, Texas 78702

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512-974-1742

- A. Delivery is to be made within 2 (two) working days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Fleet Services Department
Attn:	Service Center 6
Address	1182 Hargrave St
City, State Zip Code	Austin, Texas 78702

- B. 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.

8. **RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. 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. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

9. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced

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product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

10. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

11. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

12. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

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- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

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

14. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractor personnel will be required to check in at the Service Writer desk when entering or leaving the Fleet Services building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- B. 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.

15. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT: (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

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City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

16. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 (twelve) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SS48021	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	

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Description of Series ID: Vehicle Parts & Equipment Other Than Tires
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Parts

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

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

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

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

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

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

18. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Molly Strickland, Contract Management Specialist III

1190 Hargrave St, Austin, Tx 78702

512-974-1749

molly.strickland@austintexas.gov

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

**CITY OF AUSTIN
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SCOPE OF WORK FOR
OEM AND AFTERMARKET PARTS
FOR
EMERGENCY VEHICLES
SOLICITATION NUMBER IFB 7800 DDM1000**

1. PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Contractor(s) to provide Original Equipment Manufacturer (OEM) and Aftermarket parts for Emergency Vehicles, including, but not limited to, Ambulances, Command Units, and Fire Apparatus on an as-needed basis.

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

The City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous. If multiple awards are made, the City will likely award a contract based on the categories listed in Section 0600 - Bid Sheet. A single contractor may be awarded one or more of these categories.

Any requirements or services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

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 are 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 QUALIFICATIONS

- 3.1 The Contractor shall be a manufacturer's authorized representative for parts and shall have an operational facility regularly engaged in the business of providing the parts specified herein for a minimum of three (3) consecutive years within the last five (5) years.
- 3.2 The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers within five (5) calendar days after written request by the City. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.
- 3.3 The Contractor shall have a facility with adequate warehouse space and equipped with parts, supplies and equipment necessary to satisfy the requirements of the contract.

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4. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

4.1. All Parts

- 4.1.1. The Contractor shall provide OEM and after-market parts as specified herein.
- 4.1.2. 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.
 - 4.1.2.1. Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
 - 4.1.2.2. Remanufactured or rebuilt parts may be used if new parts are not available or if Fleet Services requests them in writing (e.g. email).
 - 4.1.2.3. 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.
- 4.1.3. The Contractor shall submit Published Price Lists for all parts to the Fleet Services Contract Manager as specified in Section 0400, Pricing Requirements – Non Specified Items and Section 0600, under the Non-Specified Parts Section.
- 4.1.4. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory as specified in the Pre-Award and Post-Award paragraphs in Section 0400.
- 4.1.5. 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 fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.

4.2. Parts for the City's Inventory

- 4.2.1. All parts will be ordered on an as-needed basis.
- 4.2.2. 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.
- 4.2.3. The stock level required shall be a thirty (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.
- 4.2.4. The Contractor warrants that all repair parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.
 - 4.2.4.1. The warranty period for all parts shall start when the City installs the part on the vehicle or equipment as evidenced by the City's work order.

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- 4.2.4.2. This warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.
- 4.2.4.3. The Contractor further warrants that the parts installed under this Contract will not void any existing vehicle, equipment or manufacturer's warranties.
- 4.2.4.4. The Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City.
- 4.2.5. The Contractor shall provide a point of contact for receiving orders from the City to the City's Contract Manager within five (5) calendar days after Contract award.
- 4.2.6. A City representative from the Fleet Service Center will contact the Contractor by telephone or e-mail to place an order for parts.
 - 4.2.6.1. The order will include the part number, part description, quantity, delivery requirements and a unique delivery order number.
 - 4.2.6.2. The Contractor shall confirm the quantity to be shipped to the ordering Fleet Service Center representative by telephone or email within two (2) hours after the order is placed.
- 4.2.7. The Contractor shall ship complete orders for parts unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the part number, description, quantity, and unit price for each item.
- 4.2.8. The Contractor shall deliver Parts to the ordering Fleet Service Center as indicated below.
 - 4.2.8.1. Stock Parts shall be delivered within two (2) working days of request by the ordering Service Center. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
 - 4.2.8.2. Non-Stock Parts shall be delivered within three (3) working days of request by the ordering Service Center. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
 - 4.2.8.3. Backordered Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.
 - 4.2.8.4. Special Order Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.
- 4.2.9. Code Red orders require immediate shipping with overnight delivery. Shipping charges will not be paid for Code Red orders not delivered accordingly.
 - 4.2.9.1. The delivery order will specify "Code Red"
 - 4.2.9.2. The Contractor shall include the term "Code Red" on invoices when the City authorizes and specifies "Code Red" on the delivery order.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
OEM AND AFTERMARKET PARTS
FOR
EMERGENCY VEHICLES
SOLICITATION NUMBER IFB 7800 DDM1000**

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

4.2.9.4. The Contractor shall provide a written receipt from the shipper showing the actual expedited costs for all Code Red shipments without any additional markups (upon request by the City?).

4.2.10 The Contractor shall honor all Special Order Items under the Contract pricing without any additional markups.

4.2.11. 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, 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.

5. PICKUP AND DELIVERY REQUIREMENTS

Pickup and delivery shall be made as specified herein during normal City business hours Monday through Friday between the hours of 7:00 A.M. through 5:00 P.M. except for City-recognized legal holidays and weekends unless requested by Fleet Services in advance (see paragraph 51 in Section 0300 for City Holidays).

6. MILEAGE

Mileage is not reimbursable, and the Contractor shall not bill for mileage.

7. EMERGENCY SERVICES

7.1. This contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

7.1.1. In the event of an emergency or major disaster, the contractor and all subcontractors shall provide "Code Red" deliveries when requested by the Fleet Officer or their designee.

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

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

7.2. The Contractor shall provide, to the Fleet Contract Manager, within five (5) working days after Contract award, the name, phone number and email address of a primary emergency point of contact that is available 24/7. The Contractor shall confirm or update the point of contact information in writing annually on the anniversary date of Contract award.

BID SHEET
CITY OF AUSTIN ("CITY") - FLEET SERVICES
OEM & AFTERMARKET PARTS FOR EMERGENCY VEHICLES

Solicitation No.:

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

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

Bidder must be able to provide OEM and Aftermarket repair parts for Emergency Vehicles including, but not limited to, Ambulances, Command Units and Fire Apparatus and guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400 for the Specified Items listed below. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Section 6 for the Non-Specified Items.

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

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

LINE ITEM	CITY PART NUMBER	DESCRIPTION	INDICATE PRICE LIST OFFERED	MANUFACTURER'S PART NUMBER	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.1	10125909	HORN CAB AIR	298.35	10125909	6	EA	\$262.55	\$ 1,575.30
1.2	10125941	LED LIGHT RED	54	10125941	11	EA	\$51.84	\$ 570.24
1.3	10128024	FILTER HVAC OUTER INTAKE	6.45	10128024	98	EA	\$6.45	\$ 632.10
1.4	10131200	LATCH CAB INSIDE MODULE DOOR	77.6	10131200	5	EA	\$68.29	\$ 341.45
1.5	10134377	MARKER LIGHT LED RED	26.85	10134377	35	EA	\$23.63	\$ 827.05
1.6	10137695	LATCH MODULE RIGHT SIDE	58.25	10137695	4	EA	\$51.26	\$ 205.04
1.7	10137704	SPRING CAB DOOR	18.48	10137704	16	EA	\$16.26	\$ 260.16
1.8	10137878	FAN MODULE EXHAUST	23.3	10137878	9	EA	\$20.50	\$ 184.50
1.9	10149379	LENS LIGHT CORNER AMBER	12.05	10149379	15	EA	\$10.60	\$ 159.00
1.10	10149417	BUZZER INDICATOR ASSEMBLY	23.06	10149417	7	EA	\$20.29	\$ 142.03
1.11	10150571	SPRING CAB DOOR	25.32	10150571	10	EA	\$22.28	\$ 222.80
1.12	10150639	STRUT GAS COMPARTMENT	11.65	10150639	47	EA	\$10.25	\$ 481.75
1.13	10150724	LATCH CAB MODULE DOOR	25.18	10150724	4	EA	\$22.16	\$ 88.64
1.14	10150738	SPRING CAB DOOR ENTRY	46.68	10150738	4	EA	\$41.08	\$ 164.32
1.15	10151148	LOUVER HVAC VENT	18.68	10151148	6	EA	\$16.44	\$ 98.64
1.16	10151162	FILTER HVAC MIDDLE INTAKE	22.57	10151162	98	EA	\$19.86	\$ 1,946.28
1.17	10159762	FLOURESCENT LIGHT DOME	103.05	10159762	15	EA	\$90.68	\$ 1,360.20
1.18	10162940	GRABBER CAB DOOR	32.6	10162940	5	EA	\$28.69	\$ 143.45
1.19	10164109	EJECT ELECTRICAL AUTO 30 AMP	53.1	10164109	5	EA	\$50.98	\$ 254.90
1.20	10164208	INVERTER	627	10164208	7	EA	\$551.76	\$ 3,862.32
1.21	10165296	HANDLE CAB MODULE OUTSIDE	61.9	10165296	5	EA	\$54.47	\$ 272.35
1.22	10165298	LATCH CAB CMPARTMENT LOCK	60.08	10165298	5	EA	\$52.87	\$ 264.35
1.23	10165698	GRILL HVAC AIR RETURN	35.51	10165698	4	EA	\$31.25	\$ 125.00
1.24	10184381	CORE HVAC EVAPORATOR	1031.96	10184381	6	EA	\$908.12	\$ 5,448.72
1.25	10319777	HANDLE CAB OUTSIDE DOOR	75.81	10319777	4	EA	\$66.71	\$ 266.84
1.26	PD9160A	CONVERTER CRANKING	267.5	10149335	12	EA	\$235.40	\$ 2,824.80
1.27	SE20816	BASE MODULE SEAT	132	10181627	3	PAA	\$116.16	\$ 348.48
1.28	EL00230	TIMER LIGHT SYSTEM	160.68	10163632	3	EA	\$141.40	\$ 424.20
1.29	EL39119	BOARD ELECTRICAL CIRCUIT RELAY	209.53	10126256	3	EA	\$184.39	\$ 553.17
1.30	10149311	GUIDE DOOR WIRE	11.65	10149311	3	EA	\$10.25	\$ 30.75
1.31	HE9927534	FILTER HVAC INNER HEPA	142.41	10125545	5	EA	\$125.32	\$ 626.60
1.32	HE50030	COMPRESSOR HORN AIR	598.13	10151037	3	EA	\$418.69	\$ 1,256.07
1.33	10175737	BELT CAB SEAT CAPTAIN	168	10175737	3	EA	\$147.84	\$ 443.52
1.34	10164065	DETECTOR CARBON MONOXIDE	161	10164065	3	EA	\$141.68	\$ 425.04
1.35	10169031	NAVPAC CHARGING VOLTAGE REGULATOR		OBSOLETE	3	EA		NO BID
1.36	SE00066	BELT MODULE SEAT	121.6	10153189	4	EA	\$80.26	\$ 321.04
1.37	040444-JW-134A	VALVE HVAC EXPANSION	102.06	10176450	7	EA	\$89.81	\$ 628.67
1.38	38872	VALVE HVAC EXPANSION	55.67	10165703	12	EA	\$48.99	\$ 587.88
1.39	7-9125	ACCUMULATOR HVAC DRIER	72.68	10541911	19	EA	\$63.96	\$ 1,215.24
1.40	85PR240F37	CAPACITOR HVAC 110V RUN	18.7	10545199	3	EA	\$16.46	\$ 49.38
1.41	860026-W	FAN HVAC CONDENSER	272.16	10181132	3	EA	\$239.50	\$ 718.50
1.42	BH1400-24	MOTOR HVAC BLOWER	278.78	10319386	10	EA	\$245.33	\$ 2,453.30
1.43	BMC2050DITRIPLE	CONDENSER HVAC ASSEMBLY	1404.64	10178002	15	EA	\$1,236.08	\$ 18,541.20

1.44	CM110V/HE61273	BOARD HVAC CIRCUIT	889.18	10175678	5	EA	\$782.48	\$	3,912.40
1.45	CM5000	BOARD HVAC DISPLAY	672.5	10505863	3	EA	\$591.80	\$	1,775.40
1.46	RCB-3000	BOARD HVAC CIRCUIT	334	10553080	4	EA	\$293.92	\$	1,175.68
1.47	RKA5512YX	COMPRESSOR HVAC MODULE	1275.77	10181147	10	EA	\$1,122.68	\$	11,226.80
1.48	TA09R2002/HE99253	FAN HVAC CONDENSOR	199.5	10760900	15	EA	\$175.56	\$	2,633.40
1.49	1100-3000-4	CORE HVAC EVAPORATOR 3/4	708.76	10176459	3	EA	\$496.13	\$	1,488.39
1.50	HDX-DA34160	DRIER HVAC AIR ASSY	473.92	10340164	2	EA	\$417.05	\$	834.10
1.51	XHD31C	BATTERY CRANKING SCREW POST			5	EA			No BID
1.52	R2365	SPRING SUPPORT LIFT CYCLINDER			4	EA			No BID
1.53	A06-57187-004	CLUSTER CAB INSTRUMENT			3	EA			NO BID
1.54	VDOA2C3918810096	CLUSTER CAB INSTRUMENT			3	EA			NO BID
1.55	9SCOENZR	LIGHT SCENE ASSEMBLY	394.33	10500880	5	EA	\$378.56	\$	1,892.80
1.56	63419901	MIRROR CAB ASSY	197.6	10206972	4	EA	\$173.89	\$	695.56
1.57	8DHP	BATTERY CRANKING 12 VOLT			2	EA			NO BID
1.58									
TOTAL EXTENDED PRICE -SECTION 1								\$	76,979.80

SECTION 2 -- DELIVERY CHARGE FOR CODE RED ITEMS ONLY

This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
2.1	"CODE RED" SHIPPING CHARGES	30	EA	AT COST (NO ADDITIONAL MARKUP)	

SECTION 3 -- NON-SPECIFIED ITEMS				
The City wishes to purchase other parts for inventory for Emergency Vehicles that are not listed above in recognition of the City's dynamic repair needs. The City estimates spending approximately \$36,000.00 annually on Non-Specified Items. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.				
The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements - Non-Specified Items provision in Section 0400.				
Bidder shall provide the manufacturer(s) of the parts, the name and number of the identified price list(s), the latest effective date of the identified price list(s) and either the percentage discount(s) or markup(s) to the identified price list(s). Please include all manufacturers price lists that could contribute to the Contract. Attach additional sheets as necessary.				
LINE ITEM	MANUFACTURER OF THE PARTS	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
3.1	_____	Name _____ Number _____	_____	_____ % Discount, Or _____ % Markup
3.2	_____	Name _____ Number _____	_____	_____ % Discount, Or _____ % Markup
3.3	_____	Name _____ Number _____	_____	_____ % Discount, Or _____ % Markup
ANNUAL ESTIMATED SPEND -SECTION 3				\$ 36,000.00

TOTAL EXTENDED PRICE FOR SECTIONS 1 THROUGH 3:	\$ 112,979.80
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SECTION 4-- CONFIRMATION OF REQUIREMENTS		
4.1	Is bidder able to provide "Code Red" deliveries as specified in the Scope of Work?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.2	State the distance your Facility is to the Texas State Capitol.	_____ 195 _____ MILES
DELIVERY TERMS: FOB Destination, Freight Pre-paid and Allowed		
DELIVERY METHOD: COMMON CARRIER UPS VENDOR STAFF		
COMPANY NAME: REV PARTS		

Section 0700: Reference Sheet

Responding Company Name PSV Parts

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

1. Company's Name City of Dallas Fire & Rescue
Name and Title of Contact Solicitation BN1702
Project Name _____
Present Address 5000 Dolphin Rd. Building C
City, State, Zip Code Dallas, TX 75223
Telephone Number (214) 670-6922 Fax Number (_____) _____
Email Address david.leigh-manuelli@dallascityhall.com
2. Company's Name City of Kansas City
Name and Title of Contact Bid No. EV2431
Project Name _____
Present Address 6750 Eastwood Trafficway
City, State, Zip Code Kansas City, MO 64129
Telephone Number (816) 924-1700 Fax Number (_____) _____
Email Address Jenmo.Freer@kcmo.org
3. Company's Name Republic Truck Sales
Name and Title of Contact Engine Conversion Bid
Project Name _____
Present Address 3155 Development Way
City, State, Zip Code Sellersburg, IN 47172
Telephone Number (502) 561-2201 Fax Number (_____) _____
Email Address tim.e@republictrucksales.com

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does 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 12 day of November, 2018

CONTRACTOR

Authorized Signature

Title

REV Parts

[Signature]

Director of Aftermarket

Section 0835: Non-Resident Bidder Provisions

Company Name FEV Parks

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

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

Answer: non-resident bidder

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

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

Answer: No Which State: Wisconsin

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

Answer: _____

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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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 12 day of November, 2018

CONTRACTOR

Authorized Signature

Title

REV Parks

~~Rev~~ Andrew Noma

VP Aftermarket
Director of Aftermarket

Section 0835: Non-Resident Bidder Provisions

Company Name P&V Parks

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

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

Answer: non-resident bidder

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

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

Answer: No Which State: Wisconsin

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

Answer: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 DDM1000

SOLICITATION TITLE: OEM and Aftermarket Parts for Emergency Vehicles

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	REV Parts		
City Vendor ID Code	V00000943327		
Physical Address	245 S. Executive Drive Suite 300		
City, State Zip	Brookfield, MI 58005		
Phone Number	<input checked="" type="checkbox"/> 414-916-0099	Email Address	parts.info@revparts.com
Is the Offeror City of Austin M/WBE certified?	<div><input type="checkbox"/> NO <input type="checkbox"/> YES</div> <div>Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture</div>		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Name and Title of Authorized Representative (Print or Type)

Irina Holt Director of Aftermarket- East

Signature/Date

Wut 11/12/18

GOAL DETERMINATION REQUEST FORM

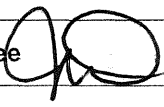
Buyer Name/Phone	Daniel Dellemonache/42981	PM Name/Phone	N/A
Sponsor/User Dept.	Fleet	Sponsor Name/Phone	Molly Strickland/41749
Solicitation No	IFB 7800 DDM1000	Project Name	OEM & Aftermarket parts for emergency vehicles.
Contract Amount	\$119,685	Ad Date (if applicable)	9/24/2018
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" 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 type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Fleet needs a contract with a qualified Contractor to provide OEM and aftermarket parts for Emergency vehicles.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
IFBBV_7800_SDC0180, issued 11/26/12, no goals.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
06534 - Fire Protection and Crash Rescue Bodies, 50%, 0550414 - Hose, air conditioning, auto, 50%			
Daniel Dellemonache		9/11/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	9/11/2018	Date Assigned to BDC	9/11/2018
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"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input checked="" type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability	
Subcontracting Opportunities Identified	
None	
John Wesley Smith	John Wesley Smith 10.01.18
SMBR Staff	Signature/ Date
SMBR Director or Designee	Date
	10.3.18
Returned to/ Date:	