



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER AND ACCEPTANCE SHEET

SOLICITATION NO: IFB 7800 JRH1012

DATE ISSUED: April 1, 2019

REQUISITION NO.: RQM 7800 19020400269

COMMODITY CODE: 92939

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

John Hilbun
Contract Mgmt Specialist IV
Phone: (512) 974-1054
E-Mail: john.hilbun@austintexas.gov

Bartley Tyler
Procurement Specialist II
Phone: (512) 974-2023
E-Mail: bartley.tyler@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: OEM Parts for Spartan Fire Apparatus

BID DUE PRIOR TO: 2:00 pm CST April 23, 2019

BID OPENING TIME AND DATE: 3:00 pm CST April 23, 2019

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

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1012	Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1012
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

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

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

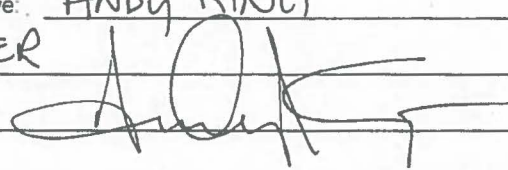
SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	4
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

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

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 revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: METRO FIRE APPARATUS SPECIALISTS, INC
Company Address: 17350 SH 249 STE 250
City, State, Zip: HOUSTON, TX 77064
Vendor Registration No. VC0000101452
Printed Name of Officer or Authorized Representative: ANDY KING
Title: OPERATIONS MANAGER
Signature of Officer or Authorized Representative: 
Date: 4/22/19
Email Address: AKING@MFAS.COM
Phone Number: 713.692.0911

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

ACCEPTANCE BY CITY OF AUSTIN:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 7800 GA190000047

CITY OF AUSTIN

Awarded this 21 day of May, 2019


Signature

JOHN HILBUN CONTRACT MGMT SPECIALIST II
Printed Name and Title of Authorized Person

05/21/19
Date

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STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**: The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**: Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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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 email to john.hilbun@austintexas.gov at least seven (7) calendar days before the solicitation due date.

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. **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).

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

Note: If shipment is made by common carrier, then insurance isn't required. The Contractor must indicate on the bid sheet if a common carrier will be used for delivery.

- 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 thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

5. PRE-AWARD

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries and "Expedited Services" as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

6. POST-AWARD

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. 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 Scope of Work (Section 0500). 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.

7. 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.

8. PICKUP AND / OR DELIVERY REQUIREMENTS

- A. Pickups and deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See Section 0505, for delivery locations. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - 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.

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- 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).

9. 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. Additionally, invoices shall include a unique Purchase or Delivery Order Number and the following information, as applicable: pricing, the number of labor hours, equipment and/or part numbers, descriptions and quantities, the vehicle or piece of equipment identification number (license plate, VIN or unit number), 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.
- B. 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 Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- D. 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

- E. 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.

10. 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 Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- B. If during the review the pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

11. RESTOCKING FEES:

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

- 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.

12. 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.

13. 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 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.

14. PRICING REQUIREMENTS

- A. The items listed in Section 1 in the 0600 represent the most commonly purchased parts for repairs. This list of parts is an annual estimate that may be purchased under the resultant contract.

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

- A. Offeror shall quote a percentage discount or markup to a Price List.
 - i. The percentage discounts or markups shall be fixed throughout the term of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
 - ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any part; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.

15. 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 should be submitted with the Offer. All price lists identified in the Offer should 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.
- 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 (30 unless a different period is inserted) 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.

16. 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.

**CITY OF AUSTIN
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- 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>

17. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

Access to the Fleet Services Department Service Center building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

- A. 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.

18. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:

- 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:

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

19. 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.

20. NON-COMPLIANCE

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) 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 (2) 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. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

21. CORES (whenever applicable)

**CITY OF AUSTIN
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- A. Fleet Services will return cores within thirty (30) calendar days after installation of a new or rebuilt part.
- B. If Fleet Services does not return core(s) within thirty (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 thirty-one (31) calendar days after the installation of the new or rebuilt part.

22. **WARRANTY REQUIREMENTS - PARTS (reference Paragraph 21, Section 0300)**

- A. The Contractor warrants that all 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.
- B. The warranty period for all parts shall not start until the part is 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 (5) 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.

23. **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 Compliance Specialist III – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-1749 or Email: 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
SCOPE OF WORK
OEM PARTS FOR SPARTAN FIRE APPARATUS
SOLICITATION NO.: IFB 7800 JRH1012**

1. PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Contractor to provide Original Equipment Manufacturer (OEM) parts for City-owned Spartan Fire Apparatus (Trucks). A Contract will be awarded to provide parts on an as-needed basis as stipulated in this solicitation.

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.

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

3. CONTRACTOR QUALIFICATIONS

The Contractor shall:

- 3.1 Have a minimum of three (3) consecutive years of experience providing parts within the last five (5) years to municipalities or organizations similar in size and scope to the City.
- 3.2 Be a manufacturer authorized parts dealer/reseller for the specified vehicles/equipment.
- 3.3 Comply with all Federal, State, and local codes, rules, and regulations concerning safety requirements.

4. CONTRACTOR'S RESPONSIBILITIES

4.1 General

The Contractor shall:

- 4.1.1 Provide a single point of contact and relevant contact information (name, phone number, fax, email, etc.) for receiving orders from the City within five (5) working days of request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager.
 - 4.1.1.1 An authorized City representative will contact the Contractor by e-mail, fax, or telephone to place an order for parts.
- 4.1.2 Notify the Contract Manager of recall notices, warranty replacements, safety notices, or any applicable notice regarding all City purchased parts within two (2) weeks of publication.

**CITY OF AUSTIN
SCOPE OF WORK
OEM PARTS FOR SPARTAN FIRE APPARATUS
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4.1.3 Provide a report for a City department of all parts purchased for a specified timeframe (monthly, yearly, etc.) within five (5) working days upon request by an authorized City representative of the department, or at a time mutually agreed to between the Contractor and the authorized City representative. The report shall be in a sortable electronic or other City-approved format.

4.1.3.1 The report shall itemize parts by date purchased, invoice number, part number, part description, price per part, requesting Service Center, and the total dollar amount for all parts purchased.

4.2 Parts (for Inventory)

4.2.1 General

The Contractor shall:

4.2.1.1 Provide new OEM parts for the specified vehicles/equipment, except for core components on renewed assemblies, which meet all applicable federal, state and local requirements for quality and safety.

4.2.1.1.1 Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.

4.2.1.1.2 Remanufactured or rebuilt parts may be used if new parts are not available or if the City requests them in writing (e.g. email).

4.2.1.2 Seek approval from an authorized City representative in writing (e.g., email) to use non-OEM, rebuilt, or remanufactured parts, if new OEM parts are not available. The non-OEM parts shall meet or exceed the manufacturer's specification for the original OEM parts.

4.2.1.3 Have an adequate parts inventory 95% of the time to fill part orders within the timeframe stipulated in this Scope of Work.

4.2.1.4 Provide a minimum of a 12-month warranty or the standard period as provided by the manufacturer, whichever is for the greatest length of time, for defects in material and workmanship.

4.2.1.4.1 The warranty period for all parts shall start when the part is installed on the City vehicle/equipment as evidenced by the City work order.

4.2.1.4.2 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.

4.2.1.5 Guarantee that the parts provided shall not void any existing manufacturer's warranty for City vehicles/equipment.

4.2.1.6 Provide a copy of the manufacturer's parts warranty within five (5) working days of request by an authorized City representative.

4.2.2 City Inventory/Stock Parts

The Contractor shall:

4.2.2.1 Understand all parts for City inventory shall be ordered on an as-needed basis.

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OEM PARTS FOR SPARTAN FIRE APPARATUS
SOLICITATION NO.: IFB 7800 JRH1012**

- 4.2.2.2 Maintain a stock level equivalent to two (2) weeks supply of inventory. The Contractor and Contract Manager will develop and mutually agree on a parts list and associated supply levels to maintain the two (2) weeks supply within one (1) month of contract award and within one (1) month of request, or at a time mutually agreed to between the Contractor and Contract Manager.
- 4.2.2.3 Provide confirmation of the shipment quantity within two (2) hours after the City places an order to the requesting authorized City representative by e-mail, fax, or telephone. The City will order parts by e-mail or telephone from the Contractor and identify the part number, part description, quantity, delivery requirements, and a unique delivery order number.
- 4.2.2.4 Ship complete orders for parts unless arrangements for partial shipments are made in advance with the requesting authorized City representative. Each shipped order shall include an invoice showing the part number, description, quantity, and unit price for each item.
- 4.2.2.5 The Contractor shall deliver Parts to the ordering Fleet Service Center as indicated below:
 - 4.2.2.5.1 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.
 - 4.2.2.5.2 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.
 - 4.2.2.5.3 Backordered Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.
 - 4.2.2.5.4 Special Order Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.
 - 4.2.2.5.5 Code Red orders require immediate shipping with overnight delivery. Shipping charges will not be paid for Code Red orders not delivered accordingly.
 - 4.2.2.5.6 For Code Red orders, the delivery order will specify "Code Red"
 - 4.2.2.5.7 The Contractor shall include the term "Code Red" on invoices when the City authorizes and specifies "Code Red" on the delivery order.
 - 4.2.2.5.8 The Contractor may assess an expedited shipping charge (e.g. FedEx, UPS, Priority Mail...) for any "Code Red" orders placed by the City.
 - 4.2.2.5.9 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.

5. CITY REQUIREMENTS

The City will:

**CITY OF AUSTIN
SCOPE OF WORK
OEM PARTS FOR SPARTAN FIRE APPARATUS
SOLICITATION NO.: IFB 7800 JRH1012**

- 5.1 Provide the Contractor with name(s) of personnel authorized to order parts or repair services within one month of Contract effective date.
- 5.2 Contact the Contractor by e-mail, fax, or telephone to place an order for parts.
 - 5.2.1 For parts, the order will include the part number, part description, quantity, delivery requirements and a unique delivery order number.
- 5.3 Identify a Code Red delivery request in writing and the number of days to deliver the parts to the requesting Service Center at the time of order.
- 5.4 The City reserves the right to conduct any tests or inspections deemed necessary to ensure parts conform to the vehicle/equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all articles, materials, and parts are consistent with the vehicle or equipment manufacturer's specifications, and are fit for their intended use.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	METRO FIRE APPARATUS SPECIALISTS, INC.	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name

METRO FIRE APPARATUS SPECIALISTS, INC.

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.

*** SEE ATTACHED**

1. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

() Fax Number ()

Email Address

2. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

() Fax Number ()

Email Address

3. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

() Fax Number ()

Email Address



Apparatus Specialists, Inc.

17350 SH 249, Suite 250 / Houston, Texas 77064 / (713) 692-0911 / (713) 692-1591 fax

John Hilbun
Procurement Specialist IV
124 W 8th St, RM 308
Austin, TX 78701

Regarding: References for IFB 7800 JRH1012

Dallas Fire Department

Kelly Parker
214.670.8920
Relationship with DFD over 10 years

Bryan Fire Department

Randy McGregor
979.209.5969
Relationship with BFD over 10 years

Fort Worth Fire Department

Chris Willars
817.392.3494
Relationship with FWFD over 10 years

Sugar Land Fire Department

Heath Burg
281.275.24.60
Relationship with SLFD over 10 years

San Antonio Fire Department

Sandra Solis
210.921.6530
Relationship with SAFD over 10 years

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 22 day of April, 2019

CONTRACTOR

Authorized Signature

Title

METRO FIRE
[Signature]
OPERATIONS MGR

Section 0835: Non-Resident Bidder Provisions

Company Name METRO FIRE APPARATUS SPECIALISTS, INC

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

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

Answer: RESIDENT BIDDER

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

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

Answer: _____ Which State: _____

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

Answer: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 JRH1012
SOLICITATION TITLE: OEM Parts for Spartan Fire Apparatus

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	METRO FIRE APPARATUS SPECIALISTS, INC		
City Vendor ID Code	VC0000101452		
Physical Address	1745 PARANA DR		
City, State Zip	HOUSTON, TX 77080		
Phone Number	713.692.0911	Email Address	AKING@MFAS.COM
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

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.

ANDY KING OPERATIONS MANAGER

Name and Title of Authorized Representative (Print or Type)

Signature/Date



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 7800 JRH1012

Addendum No: 1

Date of Addendum: April 23, 2019

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

I. **Extension**: Changes to the Solicitation due dates as follows:

BID DUE PRIOR TO time and date is changed to **April 25, 2019 at 2:00 PM (CST)**

BID OPENING TIME AND DATE is changed to **April 25, 2019 at 3:00 PM (CST)**

ACKNOWLEDGED BY:

Andy King
Name

[Signature]
Authorized Signature

4-29-19
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



[Copy]

**BID SHEET
CITY OF AUSTIN
OEM PARTS FOR SPARTAN FIRE TRUCKS**

SOLICITATION NO.: IFB 7800 JRH1012

BUYER: John Hilbun

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

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 bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

Total annual spend under this contract shall not exceed \$60,000.

CATEGORY 1 - SPECIFIED ITEMS

ITEM NO.	PART #	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	KUS-091-187-12-REMOTE	AUTO CHARGE 1200 W/DISPLAY	EACH	15	\$891.79	\$13,376.85
1.2	KUS-091-189-12	AUTO CHARGE STATUS DISPLAY	EACH	20	\$144.85	\$2,897.00
1.3	KUS-091-215-12	AUTO CHARGE 1000 15AMP/120V	EACH	3	\$598.31	\$1,794.93
1.4	KUS-091-55-20-120-SP	AUTO EJECT W/ YLW COVER	EACH	40	\$353.06	\$14,122.40
1.5	KUS-091-9B-1	AUTO PUMP 120V COMPRESSOR	EACH	2	\$592.11	\$1,184.22
1.6	KUS-425-2988-0	NAV-PAC POWER CONDITIONER	EACH	4	\$528.09	\$2,112.36
1.7	SMC-0125-EE8	SPARTAN WINDSHIELD	EACH	2	\$314.82	\$629.64
1.8	SMC-0134-GG3-035	PLUNGER DOOR SWITCH	EACH	2	\$12.95	\$25.90
1.9	SMC-0167-EE8-001	WINDSHIELD RUBBER SEAL	EACH	16	\$4.02	\$64.32
1.10	SMC-0191-GG2	TURN & MARKER LAMP	EACH	7	\$27.35	\$191.45
TOTAL FOR CATEGORY 1 =						\$38,399.07

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. The City expects to spend approximately \$5,000 on shipping for Code Red orders.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	
2.1	"CODE RED" SHIPPING CHARGES	EA.	50	AT COST (NO ADDITIONAL MARKUP)

SECTION 3 - DISCOUNT OFF OR MARKUP TO MANUFACTURER PRICE LISTS FOR NON-SPECIFIED PRODUCTS (For Informational Purposes Only)

The City may wish an Offeror provide additional products as they relate to this contract. In this case, the City intends to purchase parts for inventory for Spartan Fire Trucks. In recognition of the City's dynamic repair needs, the City estimates spending approximately **\$42,500** annually on these parts. In order to be paid for those additional products, provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products. The percentage discount(s) or markup(s) listed shall be fixed throughout the term of the Contract including any subsequent renewal periods.

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. Please include additional pages as necessary. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

ITEM NO	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	MINIMUM DISCOUNT FROM OR MAXIMUM MARKUP TO PRICE LIST
3.1	Name <u>Spartan Chassis,</u> Number <u>OEM does not produce a published Price List</u>		<u> </u> % Discount or <u>24</u> % Markup
3.2	Name <u>Kussmaul</u> Number <u>Dec 01 2018, price list attached</u>		<u>6</u> % Discount or <u> </u> % Markup
3.3	Name <u>Other OEM parts for Spartan trucks, see attached*</u> Number <u> </u>		<u> </u> % Discount or <u>24</u> % Markup
3.4	Name <u> </u> Number <u> </u>		<u> </u> % Discount or <u> </u> % Markup
SUBTOTAL FOR CATEGORY 3 =			\$42,500.00

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.	<u>178</u> MILES
4.3	Provide Manufacturer's Price List with the Bid:	<input checked="" type="checkbox"/> YES, WHERE APPLICABLE.

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

NUMBER OF DAYS AFTER RECEIPT OF ORDER THE OFFEROR SHALL DELIVERY THE ITEMS TO THE CITY:

NEXT DAY TO SIX WEEKS

DELIVERY METHOD: ☒ COMMON CARRIER (FedEx,UPS) ☐ VENDOR DELIVERY

COMPANY NAME:	Metro Fire Apparatus Specialists, Inc
EMAIL ADDRESS:	AKING@MFAS.COM


4/22/19



Apparatus Specialists, Inc.

17350 SH 249, Suite 250 / Houston, Texas 77064 / (713) 692-0911 / (713) 692-1591 fax

John Hilbun
Procurement Specialist IV
124 W 8th St, RM 308
Austin, TX 78701

Regarding: ITEM NO 3.3 Section 3, IFB 7800 JRH1012

Metro Fire is offering all OEM genuine parts commonly replaced on Spartan trucks at the same mark up as Spartan proprietary replacement parts. Manufacturers could include but are not limited to UPF, Whelen, Weldon, Meritor and Class One. This extension is made to benefit the City parts purchasing department and help with vendor consolidation through direct sourcing of certain parts commonly replaced on Spartan trucks but not manufactured by Spartan. Furthermore, this offer compliments another contract in place currently with the City of Austin, MMO0122 "Fire Apparatus Pumps & Associated Parts".

If there are any questions please don't hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Andy King". The signature is fluid and stylized, with a long horizontal stroke extending to the right.

Andy King
Operations Manager
713.692.0911

Page	Part Number	Description	2018 / 2019 List Price
Section 1 - Battery Chargers and Battery Savers			
5	445-4290-5	LPC 7 Charger	\$ 272.90
6	091-200-12	LPC 40, w/Bar Graph Display	\$ 1,002.10
6	091-200-12-194	LPC 40, w/Status Center	\$ 1,093.70
6	091-200-12-194-WT-XX	LPC 40, w/Waterlight Display	\$ 1,127.60
6	091-200-EZM	EZ Mounting Plate	\$ 51.50
7	091-207-12	LPC 20, w/Bar Graph Display	\$ 639.80
7	091-207-12-194B	LPC 20, w/Status Center	\$ 731.40
7	091-207-12-194B-WT-XX	LPC 20, w/Waterlight Display	\$ 785.30
7	091-208-12	LPC 80, w/Bar Graph Display	\$ 1,460.50
7	091-208-12-194C	LPC 80, w/Status Center	\$ 1,552.10
7	091-208-12-194C-WT-XX	LPC 80, w/Waterlight Display	\$ 1,586.00
7	091-200-EZM	EZ Mounting Plate	\$ 51.50
8	445-5393-0	EV-20, Charger	\$ 636.70
8	445-5399-0	EV-20, Charger & Display	\$ 858.10
8	445-5262-0	EV-40, Charger	\$ 1,005.80
8	445-5265-0	EV-40, Charger & Single Display	\$ 1,027.20
8	445-5264-0	EV-40, Charger & Dual Display	\$ 1,048.60
8	444-5280-0	Kick Plate Guard, EV20/40	\$ 13.20
9	091-165-12	Auto Charge 12	\$ 455.20
9	091-165-12-DV	Auto Charge 12 DV	\$ 490.20
9	091-170-12	Auto Charge 12 HO	\$ 636.50
9	091-170-DV-12	Auto Charge 12 HO-DV	\$ 748.90
9	091-170-PIM	Auto Charge 12 HO-PIM	\$ 788.20
9	091-12PIM	Auto Charge 12 PIM	\$ 542.50
9	091-165-016	Single Bar Graph Display	\$ 125.70
9	091-199-001	Single Bar Graph Display	\$ 125.70
9	091-11-102-12	LED Display	\$ 51.50
10	091-215-12	Auto Charge 1000 PLC, w/Bar Graph Display	\$ 636.50
10	091-215-12-194B	Auto Charge 1000 PLC, w/Status Center	\$ 725.60
10	091-215-12-194B-WT-XX	Auto Charge 1000 PLC, w/Waterlight Display	\$ 762.00
11	091-216-20/20	Auto Charge 20/20	\$ 887.50
12	091-187-12	Auto Charge 1200	\$ 948.70
12	091-187-12-194	Auto Charge 1200, w/Status Center	\$ 1,040.30
12	091-200-EZM	E-Z Slide Mount Plate	\$ 51.50
13	091-187-12-REMOTE	Auto Charge 1200 Remote	\$ 948.70
13	091-187-12-R-194	Auto Charge 35/10, w/Status Center	\$ 1,037.80
13	091-187-12-R-194-WT-XX	Auto Charge 1200 Remote, w/Waterlight Display	\$ 1,074.20
13	091-200-EZM	E-Z Slide Mount Plate	\$ 51.50
14	091-35/10	Auto Charge 35/10, w/Bar Graph Display	\$ 1,065.40
15	091-216-40/20	Auto Charge 40/20, w/Bar Graph Display	\$ 1,315.40
15	091-216-40/20-194	Auto Charge 40/20, w/Status Center	\$ 1,404.50

Kussmaul Electronics, 170 Cherry Avenue, West Sayville, NY 11796, Price List Effective 12-01-2018
Ph: 800-346-0657, Fax: 631-567-5826, www.kussmaul.com, sales@kussmaul.com (Rev. 12/14/18jc)

Page	Part Number	Description	2018 / 2019 List Price
25	091-195-12	Low Ripple Battery Saver HO	\$ 466.20
25	091-195-12-USB	Low Ripple Battery Saver HO, w/USB	\$ 502.20
25	091-259-12	Low Ripple Saver VHO	\$ 788.10
Section 2 - Battery Indicators and Meters			
27	023-4400-0	Engine Monitor, VOTT	\$ 829.30
27	023-4500-0	Generator/AC System Monitor, VAAFH	\$ 1,059.30
27	091-247	Generator/AC System Monitor, VAAFH-AC/DC	\$ 1,098.10
28	091-194X-IND-WT-XX	Status Center in Waterlight Housing	\$ 251.20
28	091-194X-IND	Status Center in Standard Housing	\$ 217.30
28	091-189-12	Status Center, Single Battery Display	\$ 154.10
28	091-189-2-12	Status Center, Dual Battery Display	\$ 179.20
28	091-189-12-3 SD	Status Center, Single Battery Display	\$ 168.30
28	091-189-2-12-3 SD	Status Center, Dual Battery Display	\$ 191.20
28	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 252.20
28	091-198-12-PP	Auto Pump Status Center Display, Voltage, PSI	\$ 317.70
29	091-94-XX	Single Battery Bank Voltage Display	\$ 125.70
29	091-76-XX	Dual Battery Bank Voltage Display	\$ 135.50
29	091-118-022-XX	Triple Battery Bank Voltage Display	\$ 144.20
29	091-199-001	Single Bar Graph Display	\$ 125.70
29	091-39-IND	Dual Bar Graph Display	\$ 135.50
29	091-74-IND	AC D2, Triple Bar Graph Display	\$ 144.20
29	091-200-IND	Single Bar Graph Display	\$ 125.70
29	091-66-IND	AC D, Dual Bar Graph Display	\$ 135.50
29	091-234	Mini Single Bar Graph Display	\$ 97.30
30	091-55-234-XX	Super Auto Eject Deluxe Cover w/Bar Graph Display	\$ 118.10
30	091-55-194X-XX	Super Auto Eject Deluxe Cover w/Digital Display	\$ 194.70
30	IN-4	LED Display	\$ 56.90
30	IN-3-15	DC Amps Gauge	\$ 39.40
30	IN-3-20	DC Amps Gauge	\$ 39.40
30	IN-3-25	DC Amps Gauge	\$ 39.40
30	091-11-102-12	LED Display	\$ 51.50
30	091-91-013	Vertical Display Mount	\$ 32.90
30	091-39-109	Display Panel Rear Seal	\$ 15.50
31	380941	DC/AC Clamp Meter	\$ 263.30
31	091-251-12	Auto Level	\$ 96.80
31	091-260-S	Auto Level Alarm (12V)	\$ 53.70
31	091-260-S-24	Auto Level Alarm (24V)	\$ 57.90
31	023-4350-0	TG-3: Temperature Display	\$ 529.70
31	023-4348-0	DC Energy Display, DCE	\$ 488.80
31	023-4348-0	DC Voltmeter Display, DCV	\$ 286.80
Section 3 - Ejection Units			
33	091-16WP-120	WP Auto Eject, 15A	\$ 221.80

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Page	Part Number	Description	2018 / 2019 List Price
15	091-216-40/20-194-WT-XX	Auto Charge 40/20, w/Waterlight Display	\$ 1,440.90
16	091-31-12	Auto Charge 1	\$ 142.00
16	091-7-12	Maintenance Master	\$ 329.80
16	091-7-24	Maintenance Master, 24 Volt	\$ 351.70
17	091-11-12	Auto Charge 11	\$ 524.00
17	091-11DV-12	Auto Charge 11 DV	\$ 554.60
17	091-11HO-12	Auto Charge 11 HO	\$ 681.30
17	091-11HO-DV-12	Auto Charge 11 HO-DV	\$ 728.00
17	091-11HO-PIM	Auto Charge 11 HO-PIM	\$ 789.40
17	091-11PIM	Auto Charge 11 PIM	\$ 604.80
17	091-11-127	Dual Bar Graph Display	\$ 135.50
17	091-11-102-12	LED Display	\$ 51.50
18	091-237-12	Auto Charge 2000 PLC, w/ Dual Bar Graph Display	\$ 704.20
19	091-89-12	Auto Charge 4000, w/ Dual Bar Graph Display, 12V	\$ 1,118.90
19	091-89-24	Auto Charge 4000, w/ Dual Bar Graph Display, 24V	Call
19	091-200-EZM	E-Z Slide Mount Plate	\$ 51.50
20	091-88-12	Auto Charge D, w/ Dual Bar Graph Display	\$ 904.90
20	091-74-12	Auto Charge D2, w/ Triple Bar Graph Display	\$ 963.40
21	091-10-12	Auto Charge 20	\$ 762.00
21	091-10-24	Auto Charge 20, 24 Volt	\$ 791.50
21	091-10-DV-12	Auto Charge 20 DV	\$ 798.10
21	091-10PIM	Auto Charge 20 PIM	\$ 883.10
21	091-118-022-12	Triple Bar Graph Display	\$ 144.20
21	091-11-102-12	LED Display	\$ 51.50
22	091-208-24	LPC 45, w/Bar Graph Display	\$ 1,460.50
22	091-208-24-194C	LPC 45, w/Status Center	\$ 1,552.10
22	091-208-24-194C-WT-XX	LPC 45, w/Waterlight Display	\$ 1,586.00
23	091-80-12	Euro Charger I	\$ 524.00
23	091-80-24	Euro Charger I, 24 Volt	\$ 552.50
23	091-182-12	Euro Charger I VHO	\$ 1,078.50
23	091-182-24	Euro Charger I VHO, 24 Volt	\$ 1,089.40
23	091-117-12	Euro Charger II	\$ 574.30
23	091-117-24	Euro Charger II, 24 Volt	\$ 601.80
23	091-143-12	Euro Charger II VHO	\$ 1,030.60
23	091-143-24	Euro Charger II VHO, 24 Volt	\$ 1,058.90
23	091-118-12	Euro Charger III	\$ 783.80
23	091-118-24	Euro Charger III, 24 Volt	\$ 812.30
23	091-90-012-12	LED Display	\$ 51.50
23	091-94-12E	Single Bar Graph Display	\$ 125.70
23	091-11-127-12	Dual Bar Graph Display	\$ 135.50
23	091-118-022-12	Triple Bar Graph Display	\$ 144.20
24	091-261-12	WP 600, Waterproof Charger	Call

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Page	Part Number	Description	2018 / 2019 List Price
33	091-20WP-120	WP Auto Eject, 20A	\$ 255.60
33	091-18WP-012	WP Auto Eject (12V/240V), 15A	\$ 221.80
33	091-18-098	Dynamic Disconnect	\$ 76.60
33	091-18CP	Rear Enclosure	\$ 38.40
33	091-185-010	EZ Mounting Plate	\$ 77.80
34	091-55-15-120	Super 15 Auto Eject	\$ 285.10
34	091-55-20-120	Super 20 Auto Eject	\$ 318.70
34	091-55-15-DC	Super 15 Auto Eject - DC	\$ 285.10
34	091-55-15-120T	Super 15 Auto Eject, Trailer	\$ 340.70
34	091-55-20-120T	Super 20 Auto Eject, Trailer	\$ 374.50
34	091-55-15-DC-T	Super 15 Auto Eject - DC, Trailer	\$ 340.70
34	091-185-009	EZ Mounting Plate	\$ 77.80
35	61-11-2108	Super 15 Auto Eject with Bar Graph Display (234), Yellow	\$ 395.70
35	61-11-2108	Super 20 Auto Eject with Bar Graph (234), Yellow	\$ 427.20
35	61-11-3108	Super 15 Auto Eject with Digital Display (194), Yellow	\$ 472.30
35	61-11-8108	Super 15 Auto Eject with Digital Display (194C), Yellow	\$ 472.30
35	61-11-7108	Super 20 Auto Eject with Dual Bar Graph (236), Yellow	\$ 437.60
36	091-159-30-120	Super 30 Auto Eject - 3 Pin	\$ 544.80
36	091-159-30-250	Super 30 Auto Eject - 3 Pin	\$ 544.80
36	091-159-430-250	Super 30 Auto Eject - 4 Pin	\$ 722.70
36	091-159-CON-3P-120	Super 30 Mating Connector, 120V, 3 Pin	\$ 83.10
36	091-159-CON-3P-250	Super 30 Mating Connector, 250V, 3 Pin	\$ 83.10
36	091-159-081-120V	EZ Mounting Plate, 120V	\$ 88.60
36	091-159-081-240V	EZ Mounting Plate, 240V	\$ 88.60
37	091-169-30-120	Super 30 Auto Eject - Air / Electric, 120V	\$ 741.20
37	091-169-30-250	Super 30 Auto Eject - Air / Electric, 240V	\$ 741.20
37	091-169-CON-4P-120-ASY	Super 30 Air / Electric Mating Connector, 120V	\$ 163.90
37	091-169-CON-4P-250-ASY	Super 30 Air / Electric Mating Connector, 240V	\$ 153.10
37	091-159-081-120	EZ Mounting Plate, 120V	\$ 88.60
37	091-159-081-240	EZ Mounting Plate, 240V	\$ 88.60
38	091-182-230-12	Super 16 Auto Eject	\$ 434.50
38	091-182-230-24	Super 16 Auto Eject (24V)	\$ 434.50
38	091-182-CON-3P-230	Super 16 Mating Connector, 230V	\$ 52.60
38	091-182-027-120V	EZ Mounting Plate, 120V	\$ 77.80
38	091-182-027-240V	EZ Mounting Plate, 240V	\$ 77.80
39	091-28	Air Eject	\$ 266.50
39	091-28-24	Air Eject (24V)	\$ 266.50
39	091-28HP	HP Air Eject	\$ 327.60
39	091-28HP-24	HP Air Eject (24V)	\$ 327.60
39	091-28AK-XX	Weatherproof Adapter Kit	\$ 59.10
39	091-185-011	EZ Mounting Plate	\$ 118.10

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39	091-9G-2	Auto Clean	\$ 179.00
39	091-198-12-AP	Auto Pump Status Center	\$ 252.20
40	091-55-234-BLK	Super Auto Eject Deluxe Cover, Bar Graph, Black	\$ 118.10
40	091-55-234-BL	Super Auto Eject Deluxe Cover, Bar Graph, Blue	\$ 118.10
40	091-55-234-GY	Super Auto Eject Deluxe Cover, Bar Graph, Gray	\$ 118.10
40	091-55-234-RD	Super Auto Eject Deluxe Cover, Bar Graph, Red	\$ 118.10
40	091-55-234-WH	Super Auto Eject Deluxe Cover, Bar Graph, White	\$ 118.10
40	091-55-234-YW	Super Auto Eject Deluxe Cover, Bar Graph, Yellow	\$ 118.10
40	091-55-239-BLK	Super Auto Eject Deluxe Cover, Dual Bar Graph, Black	\$ 127.90
40	091-55-239-BL	Super Auto Eject Deluxe Cover, Dual Bar Graph, Blue	\$ 127.90
40	091-55-239-GY	Super Auto Eject Deluxe Cover, Dual Bar Graph, Gray	\$ 127.90
40	091-55-239-RD	Super Auto Eject Deluxe Cover, Dual Bar Graph, Red	\$ 127.90
40	091-55-239-WH	Super Auto Eject Deluxe Cover, Dual Bar Graph, White	\$ 127.90
40	091-55-239-YW	Super Auto Eject Deluxe Cover, Dual Bar Graph, Yellow	\$ 127.90
40	091-55-194-BLK	Super Auto Eject Deluxe Cover, Digital Display, Black (40A)	\$ 194.70
40	091-55-194-BL	Super Auto Eject Deluxe Cover, Digital Display, Blue (40A)	\$ 194.70
40	091-55-194-GY	Super Auto Eject Deluxe Cover, Digital Display, Gray (40A)	\$ 194.70
40	091-55-194-RD	Super Auto Eject Deluxe Cover, Digital Display, Red (40A)	\$ 194.70
40	091-55-194-WH	Super Auto Eject Deluxe Cover, Digital Display, White (40A)	\$ 194.70
40	091-55-194-YW	Super Auto Eject Deluxe Cover, Digital Display, Yellow (40A)	\$ 194.70
40	091-55-194A-BLK	Super Auto Eject Deluxe Cover, Digital Display, Black (15A)	\$ 194.70
40	091-55-194A-BL	Super Auto Eject Deluxe Cover, Digital Display, Blue (15A)	\$ 194.70
40	091-55-194A-GY	Super Auto Eject Deluxe Cover, Digital Display, Gray (15A)	\$ 194.70
40	091-55-194A-RD	Super Auto Eject Deluxe Cover, Digital Display, Red (15A)	\$ 194.70
40	091-55-194A-WH	Super Auto Eject Deluxe Cover, Digital Display, White (15A)	\$ 194.70
40	091-55-194A-YW	Super Auto Eject Deluxe Cover, Digital Display, Yellow (15A)	\$ 194.70
40	091-55-194B-BLK	Super Auto Eject Deluxe Cover, Digital Display, Black (20A)	\$ 194.70
40	091-55-194B-BL	Super Auto Eject Deluxe Cover, Digital Display, Blue (20A)	\$ 194.70
40	091-55-194B-GY	Super Auto Eject Deluxe Cover, Digital Display, Gray (20A)	\$ 194.70
40	091-55-194B-RD	Super Auto Eject Deluxe Cover, Digital Display, Red (20A)	\$ 194.70
40	091-55-194B-WH	Super Auto Eject Deluxe Cover, Digital Display, White (20A)	\$ 194.70
40	091-55-194B-YW	Super Auto Eject Deluxe Cover, Digital Display, Yellow (20A)	\$ 194.70
40	091-55-194C-BLK	Super Auto Eject Deluxe Cover, Digital Display, Black (80A)	\$ 194.70
40	091-55-194C-BL	Super Auto Eject Deluxe Cover, Digital Display, Blue (80A)	\$ 194.70
40	091-55-194C-GY	Super Auto Eject Deluxe Cover, Digital Display, Gray (80A)	\$ 194.70
40	091-55-194C-RD	Super Auto Eject Deluxe Cover, Digital Display, Red (80A)	\$ 194.70
40	091-55-194C-WH	Super Auto Eject Deluxe Cover, Digital Display, White (80A)	\$ 194.70
40	091-55-194C-YW	Super Auto Eject Deluxe Cover, Digital Display, Yellow (80A)	\$ 194.70
40	091-3BL	WP Auto Eject Cover, Blue	\$ 31.80
40	091-3BK	WP Auto Eject Cover, Black	\$ 31.80
40	091-3GY	WP Auto Eject Cover, Gray	\$ 31.80
40	091-3RD	WP Auto Eject Cover, Red	\$ 31.80

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40	091-3WH	WP Auto Eject Cover, White	\$ 31.80
40	091-3YW	WP Auto Eject Cover, Yellow	\$ 31.80
40	091-55BL	Super Auto Eject Cover, Blue	\$ 31.80
40	091-55BLK	Super Auto Eject Cover, Black	\$ 31.80
40	091-55GY	Super Auto Eject Cover, Gray	\$ 31.80
40	091-55RD	Super Auto Eject Cover, Red	\$ 31.80
40	091-55WH	Super Auto Eject Cover, White	\$ 31.80
40	091-55YW	Super Auto Eject Cover, Yellow	\$ 31.80
40	091-182BL	Super 16 Auto Eject Cover, Blue	\$ 51.50
40	091-182BLK	Super 16 Auto Eject Cover, Black	\$ 51.50
40	091-182GY	Super 16 Auto Eject Cover, Gray	\$ 51.50
40	091-182RD	Super 16 Auto Eject Cover, Red	\$ 51.50
40	091-182WH	Super 16 Auto Eject Cover, White	\$ 51.50
40	091-182YW	Super 16 Auto Eject Cover, Yellow	\$ 51.50
40	091-159BL	Super 30 Auto Eject Cover, Blue	\$ 56.90
40	091-159BLK	Super 30 Auto Eject Cover, Black	\$ 56.90
40	091-159GY	Super 30 Auto Eject Cover, Gray	\$ 56.90
40	091-159RD	Super 30 Auto Eject Cover, Red	\$ 56.90
40	091-159WH	Super 30 Auto Eject Cover, White	\$ 56.90
40	091-159YW	Super 30 Auto Eject Cover, Yellow	\$ 56.90
40	091-NP-01	091-3XX, Air Eject Nameplate	\$ 3.40
40	091-NP-02	091-3XX, Air Compressor Nameplate	\$ 3.40
40	091-NP-03	091-3XX, Battery Charger Nameplate	\$ 3.40
40	091-NP-04	091-3XX, Block Heater Nameplate	\$ 3.40
40	091-NP-05	091-3XX, Battery Charger, Block Heater Nameplate	\$ 3.40
40	091-NP-06	091-3XX, Battery Charger, Air Compressor Nameplate	\$ 3.40
40	091-NP-07	091-3XX, Battery Charger, Air Compressor, Block Heater Nameplate	\$ 3.40
40	091-NP-KIT	091-3XX, Nameplate Kit, All 7 Nameplates	\$ 16.50
40	091-55NP-KIT	091-55XX, Nameplate Kit, All 7 Nameplates	\$ 16.50
40	091-55NP-01	091-55XX, Air Eject Nameplate	\$ 3.40
40	091-55NP-02	091-55XX, Air Compressor Nameplate	\$ 3.40
40	091-55NP-03	091-55XX, Battery Charger Nameplate	\$ 3.40
40	091-55NP-04	091-55XX, Block Heater Nameplate	\$ 3.40
40	091-55NP-05	091-55XX, Battery Charger, Block Heater Nameplate	\$ 3.40
40	091-55NP-06	091-55XX, Battery Charger, Air Compressor Nameplate	\$ 3.40
40	091-55NP-07	091-55XX, Battery Charger, Air Compressor, Block Heater Nameplate	\$ 3.40
41	VW-7	Wiring Kit, 15A	\$ 142.00
41	VW-9	Wiring Kit, 20A	\$ 156.40
41	VW-8	Wiring Kit, 15A - DC	\$ 147.50
41	VW-10	Wiring Kit, 15A	\$ 76.60
41	VW-12	Wiring Kit, 20A	\$ 87.50
41	VW-11	Wiring Kit, 15A - DC	\$ 90.80

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41	VW-4	Wiring Kit, 15A	\$ 94.00
41	VW-5	Wiring Kit, 20A	\$ 103.80
41	VW-2	Wiring Kit, 15A - DC	\$ 94.00
41	VW-3	30' Wire, 14 AWG	\$ 53.70
41	VW-6	30' Wire, 12 AWG	\$ 62.30
41	091-18D-14	Retractable Cord, 14 AWG, 20'	\$ 173.60
41	091-18D-12	Retractable Cord, 12 AWG, 20'	\$ 232.70
41	5278C	Male Receptacle, 15A	\$ 29.70
41	5378C	Male Receptacle, 20A	\$ 32.90
41	5678C	Male Receptacle, 15A - DC	\$ 31.80
41	5-15P-H	Connector, 15A	\$ 20.80
41	5-20P-H	Connector, 20A	\$ 31.80
41	6-15P-H	Connector, 15A - DC	\$ 29.50
41	091-55-089	Connector Protector	\$ 7.60
41	091-3-157	DC Connector	\$ 47.10
41	WPR-1	AC Connector	\$ 111.50
Section 4 - Air Compressors			
43	091-9-12V	Auto Pump 12V	\$ 553.60
43	091-9-12V-AD	Auto Pump 12V - Auto Drain	\$ 743.50
43	091-9G	Auto Clean	\$ 50.30
43	091-9-131	Auto Drain for 12V Pump	\$ 186.80
43	091-9-12V-HP-H	Mounting Plate - Auto Pump 12V	\$ 30.80
43	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 252.20
43	091-150	Auto Pump Timer	\$ 122.40
44	091-9-12V-HP-HOR	Auto Pump 12V HP - Horizontal	\$ 623.40
44	091-9-12V-HP-VER	Auto Pump 12V HP - Vertical	\$ 623.40
44	091-150	Auto Pump Timer	\$ 122.40
44	091-9-12V-HP-H	Mounting Plate - Auto Pump 12V HP	\$ 30.80
44	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 252.20
45	091-9B-1	Auto Pump AC	\$ 629.90
45	091-9B-1-AD	Auto Pump AC - Auto Drain	\$ 822.00
45	091-9B-220	Auto Pump AC (240V)	\$ 674.70
45	091-9-089	Auto Drain for 120V Pump	\$ 186.80
45	091-150-115	Auto Pump Timer	\$ 151.80
45	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 252.20
45	091-9H-1	Mounting Plate - Auto Pump 120V	\$ 30.80
46	091-9HP	Auto Pump AC HP	\$ 686.70
46	091-9HP-AD	Auto Pump AC HP - Auto Drain	\$ 879.90
46	091-9HP-220	Auto Pump AC HP (240V)	\$ 734.70
46	091-9-090	Auto Drain for 120V HP Pump	\$ 186.80
46	091-150-115	Auto Pump Timer	\$ 151.80
46	091-198-12-AP	Auto Pump Status Center Display, PSI Only	\$ 252.20

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46	091-9HP-H	Mounting Plate - Auto Pump 120V HP	\$ 30.80
47	091-150	Auto Pump Timer	\$ 122.40
47	091-150-115	Auto Pump Timer	\$ 151.80
47	091-9-12V-HP-H	Mounting Plate - Auto Pump 12V	\$ 30.80
47	091-9H-1	Mounting Plate - Auto Pump 120V	\$ 30.80
47	091-9HP-H	Mounting Plate - Auto Pump 120V HP	\$ 30.80
47	091-9G	Auto Clean, Auto Pump 12V	\$ 50.30
47	091-9G-B1	Auto Clean, Auto Pump AC	\$ 55.80
47	091-205	Auto Pump Tester	\$ 229.40
47	091-9-131	Auto Drain for 12V Pump	\$ 186.80
47	091-9-089	Auto Drain for 120V Pump	\$ 186.80
47	091-9-090	Auto Drain for 120V HP Pump	\$ 186.80
Section 5 - Kits and Packages			
49	51-21-1100	Pump Plus 1000 PLC System, w/ Bar Graph Display	\$ 1,171.30
49	51-21-3100	Pump Plus 1000 PLC System, w/ Status Center	\$ 1,256.80
49	51-21-410X	Pump Plus 1000 PLC System, w/ Watertight Status Center	\$ 1,291.60
49	091-215-12-PP	Pump Plus 1000 PLC Charger, w/ Bar Graph Display	\$ 666.50
49	51-21-3200	Pump Plus 1000 PLC Charger, w/ Status Center	\$ 755.60
49	51-21-420X	Pump Plus 1000 PLC Charger, w/ Watertight Status Center	\$ 792.00
50	52-21-1100	Pump Plus 1200 System, w/ Bar Graph Display	\$ 1,473.40
50	52-21-3100	Pump Plus 1200 System, w/ Status Center	\$ 1,558.90
50	52-21-410X	Pump Plus 1200 System, w/ Watertight Status Center	\$ 1,593.90
50	091-193-12	Pump Plus 1200 Charger, w/ Bar Graph Display	\$ 981.20
50	52-21-3200	Pump Plus 1200 Charger, w/ Status Center	\$ 1,070.30
50	52-21-420X	Pump Plus 1200 Charger, w/ Watertight Status Center	\$ 1,106.70
51	53-21-1100	Pump Plus 2000 PLC System, w/ Bar Graph Display	\$ 1,236.30
51	091-237-12-PP	Pump Plus 2000 PLC Charger, w/ Bar Graph Display	\$ 734.20
52	56-21-1100	Pump Plus HO System	\$ 1,065.00
52	091-9C-HO-CHARGER	Pump Plus HO Charger	\$ 555.70
52	IN-4	LED Display	\$ 56.90
53	54-21-1100	Pump Plus D System, w/ Bar Graph Display	\$ 1,431.60
53	091-9-DPP-CHARGER	Pump Plus D Charger, w/ Bar Graph Display	\$ 937.70
54	53-22-1106	Pump Plus 2000 PLC WP Kit, Yellow Cover	\$ 1,481.70
54	51-22-1204	Pump Plus 1000 PLC 15A WP Kit, Red Cover	\$ 1,416.70
54	52-22-1105	Pump Plus 1200 WP Kit, White Cover	\$ 1,718.80
54	52-22-4106	Pump Plus 1200 WP Kit, w/Watertight SC, Yellow Cover	\$ 1,839.30
54	53-23-1108	Pump Plus 2000 PLC Super Kit, Yellow Cover	\$ 1,540.30
54	51-23-1204	Pump Plus 1000 PLC 15A Super Kit, Red Cover	\$ 1,475.30
54	52-23-1105	Pump Plus 1200 Super Kit, White Cover	\$ 1,777.40
54	52-23-4108	Pump Plus 1200 Super Kit, w/Watertight SC, Yellow Cover	\$ 1,897.90
55	53-02-1106	Auto Charge 2000 PLC WP Kit, Yellow Cover	\$ 921.40
55	51-02-1204	Auto Charge 1000 PLC 15A WP Kit, Red Cover	\$ 856.40

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55	52-02-4106	Auto Charge 1200 Remote WP Kit, w/Waterlight SC, Yellow Cover	\$ 1,278.60
55	53-03-1106	Auto Charge 2000 PLC Super Kit, Yellow Cover	\$ 881.10
55	51-03-1204	Auto Charge 1000 PLC 15A Super Kit, Red Cover	\$ 915.10
55	52-03-4106	Auto Charge 1200 Remote Super Kit, w/Waterlight SC, Yellow Cover	\$ 1,335.30
56	53-05-1100	Auto Charge 2000 PLC Pump Kit	\$ 1,280.70
56	51-13-1100	Auto Charge 1000 PLC HP Pump Kit	\$ 1,270.30
56	52-05-1100	Auto Charge 1200 Remote Pump Kit	\$ 1,515.50
56	52-09-4106	Auto Charge 1200 Remote Pump Kit, w/Waterlight SC	\$ 1,815.30
57	53-08-1106	Auto Charge 2000 PLC Pump WP Kit, Yellow Cover	\$ 1,528.10
57	51-14-1204	Auto Charge 1000 PLC HP Pump 15A WP Kit, Red Cover	\$ 1,515.60
57	52-10-4106	Auto Charge 1200 Remote Pump WP Kit, w/Waterlight SC, Yellow Cover	\$ 2,090.80
57	53-07-1106	Auto Charge 2000 PLC Pump Super Kit, Yellow Cover	\$ 1,584.80
57	51-15-1204	Auto Charge 1000 PLC HP Pump 15A Super Kit, Red Cover	\$ 1,574.30
57	52-11-4106	Auto Charge 1200 Rem. Pump Super Kit, w/Waterlight SC, Yellow Cover	\$ 2,119.30
Section 6 - Solar Power Charging			
58	091-241-50W	Dura Flex Solar Panel Kit, 50W	\$ 643.00
58	091-241-100W	Dura Flex Solar Panel Kit, 100W	\$ 872.20
59	091-248-20W	Dura Ridge Solar Panel Kit, 20W	\$ 458.50
59	091-248-50W	Dura Ridge Solar Panel Kit, 50W	\$ 544.80
59	091-248-100W	Dura Ridge Solar Panel Kit, 100W	\$ 708.50
Section 7 - 120/240 VAC Equipment			
61	020-0018-5	AC/DC Distribution Panel - ACCY-IX	\$ 129.30
61	020-0008-9	AC / DC Distribution Panel - ACCY-IX	\$ 208.50
61	020-0003-5	AC Distribution Panel - AC-IX	\$ 245.10
61	020-0004-5	AC Distribution Panel - AC-II	\$ 117.70
61	020-1040-0	AC / DC Distribution Panel - ES-4	\$ 1,482.00
61	020-1050-0	AC / DC Distribution Panel - ES-5	\$ 3,078.30
61	020-1081-0	DC Distribution Panel - ES-6	\$ 639.90
61	020-1070-0	AC Distribution Panel - ES-7	\$ 658.10
61	020-1030-0	AC/DC Distribution Panel - ES-3	\$ 1,230.50
63	091-134	Auto Interlock II	\$ 172.50
63	091-134-230	Auto Interlock II (240V)	\$ 217.30
63	091-134A	Auto Interlock III	\$ 275.10
63	091-197	Auto Interlock IV	\$ 521.90
64	091-263-12-1500	Auto Power 1500	\$ 1,333.00
64	091-263-003-18	Optional - 18" Pigtail with Connectors	Call
64	091-55-234-XX	Optional - Super Auto Eject Deluxe Cover, Bar Graph	\$ 118.10
64	091-55-194E-XX	Optional - Super Auto Eject Deluxe Cover, Digital Display	\$ 194.70
64	70-03-1308	Auto Power 1500 Super Kit, Bar Graph	\$ 1,701.40
64	70-03-1408	Auto Power 1500 Super Kit, Digital Display	\$ 1,777.00
65	450-0700-0	Inverter - 700W, 12V, SP 700	\$ 740.20
65	450-1000-0	Inverter - 1000W, 12V, SP 1000	\$ 762.00

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74	091-22-100	Auto Current	\$ 174.80
74	091-22-A	Auto Current A	\$ 87.50
74	091-22-A-6	Auto Current A	\$ 87.50
75	091-22F-2	Auto Current F	\$ 96.20
75	091-22F-3	Auto Current F	\$ 96.20
75	091-22F-5	Auto Current F	\$ 96.20
75	091-22F-8	Auto Current F	\$ 96.20
75	091-22-100-F	Auto Current F	\$ 180.20
75	091-22F-A	Auto Current F-A	\$ 103.80
75	091-22F-A-6	Auto Current F-A	\$ 103.80
76	091-45	UV OV Relay	\$ 177.00
76	091-108-012	OV Relay	\$ 99.50
77	091-85-12	Low Voltage Alarm	\$ 128.70
77	091-85-24	Low Voltage Alarm, 24V	\$ 128.70
77	091-85-12/24	Low Voltage Alarm, 12/24V	\$ 128.70
77	091-98-12	Alternate Action Relay	\$ 88.60
78	091-103-012-A	Time Delay Relay DODO	\$ 101.70
78	091-103-012-B	Time Delay Relay DODO	\$ 101.70
78	091-103-012-C	Time Delay Relay DODO	\$ 101.70
78	091-103-012-D	Time Delay Relay DODO	\$ 101.70
78	091-103-012-E	Time Delay Relay DODO	\$ 101.70
78	091-103-012-F	Time Delay Relay DODO	\$ 101.70
78	091-32-029N-12	2 Relay Board	\$ 59.10
78	091-32-029P-12	2 Relay Board	\$ 59.10
78	091-32-029N-24	2 Relay Board	\$ 59.10
78	091-32-029P-24	2 Relay Board	\$ 59.10
78	091-32-024N-12	4 Relay Board	\$ 84.20
78	091-32-024P-12	4 Relay Board	\$ 84.20
78	091-32-024N-24	4 Relay Board	\$ 84.20
78	091-32-024P-24	4 Relay Board	\$ 84.20
79	380-5711-0	Power Distribution System, PDS-100	\$ 331.70
Section 9 - Installation Accessories			
81	091-185-010	EZ Mounting Plate - WP Auto Eject	\$ 77.60
81	091-185-008	EZ Mounting Plate - Super Auto Eject	\$ 77.60
81	091-182-027-120	EZ Mounting Plate - Super 18 Auto Eject, 120 Vac	\$ 77.60
81	091-182-027-240	EZ Mounting Plate - Super 18 Auto Eject, 240 Vac	\$ 77.60
81	091-159-081-120	EZ Mounting Plate - Super 30 Auto Eject, 120 Vac	\$ 88.60
81	091-159-081-240	EZ Mounting Plate - Super 30 Auto Eject, 240 Vac	\$ 88.60
81	091-185-011	EZ Mounting Plate - Air Eject, 12V	\$ 118.10
81	091-185-013	EZ Mounting Plate - Air Eject, 24V	\$ 118.10
81	091-228-002-120	EZ Mounting Plate - Indicator and Super Auto Eject, 120 Vac	\$ 89.20
81	091-228-002-240	EZ Mounting Plate - Indicator and Super Auto Eject, 240 Vac	\$ 89.20

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65	450-1500-0	Inverter - 1500W, 12V, SP 1500	\$ 1,088.10
65	450-2000-0	Inverter - 2000W, 12V, SP 2000	\$ 1,481.30
65	450-3000-0	Inverter - 3000W, 12V, SP 3000	\$ 2,029.20
65	450-0050-0	Inverter Remote Display, CR-8	\$ 42.60
Section 8 - DC Power Management			
67	425-5750-0	Mobile Data Power - UPS, MDP-25	\$ 743.70
67	425-2988-0	NAV-PAC Power Conditioner, NP-12	\$ 561.80
67	426-3222-0	StartGuard, NS-12	\$ 230.10
68	460-0123-0	Voltage Stabilizing Converter, 12-12-3i	\$ 193.40
68	460-1212-0	Voltage Stabilizing Converter, 12-12-6i	\$ 311.20
68	460-0810-0	Voltage Stabilizing Converter, 12-12-12i	\$ 858.10
68	460-0617-0	Voltage Stabilizing Converter, 12-12-35i	\$ 1,455.20
68	091-137	Battery Saver Filter	\$ 102.80
68	380-2010-1	Noise Filter - PC-10	\$ 74.90
68	380-1258-1	Noise Filter - PC-25	\$ 112.40
68	420-2403-0	DC Converter, 24-12-3	\$ 153.00
68	420-3826-0	DC Converter, 32-12-6	\$ 331.70
68	420-3550-0	DC Converter, 32-12-10	\$ 422.70
68	420-3535-0	DC Converter, 32-12-15	\$ 481.50
68	420-3544-0	DC Converter, 32-12-25	\$ 679.50
68	420-3545-0	DC Converter, 32-12-35	\$ 909.50
68	420-3536-0	DC Converter, 32-12-50	\$ 1,043.30
69	091-136-CONT-12	Battery Isolator I Controller	\$ 103.80
69	091-108-CONT-12	Battery Isolator 3 Controller	\$ 99.50
69	091-136-SOL-12HO	Battery Isolator I & 3 Solenoid	\$ 95.20
70	091-141	Load Manager P	\$ 141.00
70	091-141-24	Load Manager P (24V)	\$ 141.00
70	390-0030-5	Power Timer, Encapsulated	\$ 103.80
71	091-96-12	Load Manager - 1H	\$ 97.30
71	091-96-24	Load Manager - 1H (24V)	\$ 97.30
71	091-167-12	Load Manager - 1HP	\$ 160.70
72	091-32	Load Manager	\$ 358.20
72	091-79	Load Manager 2	\$ 158.40
72	091-79-24	Load Manager 2 (24V)	\$ 158.40
73	091-27	Soft Start	\$ 205.40
73	091-214-12	Timer-X, 12V	\$ 111.50
73	091-214-24	Timer-X, 24V	\$ 111.50
73	091-214-120/240	120/240 Vac Adapter for Timer-X	\$ 19.70
74	091-22-2	Auto Current	\$ 72.20
74	091-22-3	Auto Current	\$ 72.20
74	091-22-5	Auto Current	\$ 72.20
74	091-22-6	Auto Current	\$ 72.20

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81	091-185-006	EZ Mounting Plate - Small Chargers	\$ 31.80
81	091-185-007	EZ Mounting Plate - Medium Chargers	\$ 35.00
81	091-185-008	EZ Mounting Plate - Large Chargers	\$ 35.00
81	091-200-EZM	EZ Slide Mounting Plate	\$ 51.50
81	091-9H-1	Mounting Plate - Auto Pump 120V	\$ 30.80
81	091-9H-H	Mounting Plate - Auto Pump 120V HP	\$ 30.80
81	091-9-12V-HP-H	Mounting Plate - Auto Pump 12V	\$ 30.80
82	090-0030-0	Waterproof Circuit Breakers - 30A, WBS-30	\$ 36.10
82	090-0040-0	Waterproof Circuit Breakers - 40A, WBS-40	\$ 36.10
82	090-0050-0	Waterproof Circuit Breakers - 50A, WBS-50	\$ 36.10
82	090-0060-0	Waterproof Circuit Breakers - 60A, WBS-60	\$ 36.10
82	090-0080-0	Waterproof Circuit Breakers - 80A, WBS-80	\$ 36.10
82	090-0100-0	Waterproof Circuit Breakers - 100A, WBS-100	\$ 36.10
82	090-0120-0	Waterproof Circuit Breakers - 120A, WBS-120	\$ 36.10
82	090-0150-0	Waterproof Circuit Breakers - 150A, WBS-150	\$ 36.10
82	100-4407-5	Fuse Block, AFB-500	\$ 35.00
82	100-0XXX-0	ANL Fuse, (80, 100, 150, 200, 250, 300, 350, 400 or 500)	\$ 20.80
83	007-3001-0	PX-1 Waterproof Junction Box - 6 Terminals	\$ 29.70
83	007-3002-0	PX-2 Waterproof Junction Box - 12 Terminals	\$ 36.10
83	007-3003-0	PX-3 Waterproof Junction Box - 18 Terminals	\$ 54.70
83	007-6001-0	BX-1 Weatherproof Junction Box - 6 Position	\$ 42.60
83	007-6002-0	BX-2 Weatherproof Junction Box - 12 Position	\$ 53.70
83	007-6003-0	BX-3 Weatherproof Junction Box - 11 Position	\$ 63.40
84	007-2010-0	Waterproof Fitting, Right Angle Series - RA-1	\$ 45.70
84	007-2020-0	Waterproof Fitting, Right Angle Series - RA-2	\$ 48.20
84	007-2030-0	Waterproof Fitting, Right Angle Series - RA-3	\$ 48.10
84	007-2040-0	Waterproof Fitting, Right Angle Series - RA-7	\$ 48.10
84	007-2003-0	Waterproof Fitting, CCX Series - CCX-R	\$ 58.90
84	007-2004-0	Waterproof Fitting, CCX Series - CCX-S	\$ 48.20
84	007-2005-0	Waterproof Fitting, CCX Series - CCX-T	\$ 48.20
84	002-3595-2	Bus Bar - BB-2 - 2 Studs	\$ 47.10
84	002-3595-0	Bus Bar - BB-2/8 - 2 Studs/8 Screws	\$ 74.40
84	002-3595-5	Bus Bar - BB-5 - 5 Studs	\$ 86.30
84	002-3595-8	Bus Bar - BB-8 - 8 Studs	\$ 119.10
84	064-3589-1	Terminal Strip - 8 Terminal TS- 2x4	\$ 26.80
84	064-3589-2	Terminal Strip - 16 Terminal TS 2 x 8	\$ 41.80
Section 10 - Engine/Vehicle Accessories			
86	091-220-20-120	Auto Reel	\$ 766.40
86	091-220-20-120-AS	Auto Reel, w/ Auto Safe	\$ 822.00
86	14545 12 3 3	Power Cord Reel	\$ 490.20
86	RT450-QLP	Air Line Reel	\$ 273.00
87	091-133-T	RF Transmitter	\$ 204.30

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87	091-133-R	RF Receiver	\$ 257.70
88	091-148-12	Safety Lock	\$ 88.80
88	091-155	Safety Lock 3	\$ 128.70
88	091-160	Safety Lock 4	\$ 141.00
88	091-174	Safety Lock D	\$ 115.80
88	091-84	High Idle - Auto-Throttle	\$ 137.80
89	500-K1M-XX	K-Line One Unit Charger	\$ 98.30
89	500-K2M-XX	K-Line Two Unit Charger	\$ 132.50
89	500-K6M-XX	K-Line Six Unit Charger	\$ 629.20
89	500-K12M-XX	K-Line Twelve Unit Charger	\$ 960.90
89	500-KVOAPX1	Vehicle Only Charger- One Unit Charger	\$ 320.00
89	500-KVOAPX4	Vehicle Only Charger- Four Unit Charger	\$ 2,129.30
90	091-219-5-038-1	EZ Mount Assembly	\$ 88.50
90	091-255	Switch Enclosure	\$ 32.90
90	091-249	Audio / USB Pass Through	\$ 35.00
90	091-249-WP	Audio / USB Pass Through with weatherproof door	\$ 41.60
90	091-178-10A	10 Door Display - LED	\$ 136.80
90	091-178-7A	7 Door Display - LED	\$ 136.60
90	091-178-8	Open Door Alarm	\$ 136.60
90	091-178-9	Open Door Alarm - Relay Output	\$ 136.60
91	091-219	USB Dual Port, 3.1A	\$ 43.80
91	091-219-WP	USB Dual Port, 3.1A with weatherproof door	\$ 50.20
91	091-219-N	USB Dual Port, (NGR), 3.1A	\$ 43.80
91	091-219-N-WP	USB Dual Port, (NGR), 3.1A with weatherproof door	\$ 50.20
91	091-219-5	USB Dual Port, 4.8A with terminal connectors	\$ 54.70
91	091-219-5-010	USB Dual Port, 4.8A with pigtail	\$ 54.70
91	091-219-5-WP	USB Dual Port, 4.8A with weatherproof door	\$ 61.30
91	091-227	Data Port, RJ45	\$ 36.10
91	091-227-RJ11	Data Port, RJ11	\$ 36.10
92	091-222	Auto Touch, Toggle Switch	\$ 39.40
92	091-222-MOM	Auto Touch, Momentary Switch	\$ 39.40
92	091-222-TD-1	Auto Touch, Times Delay	\$ 39.40
92	091-224	Temperature Monitor, °F	\$ 141.00
92	091-224C	Temperature Monitor, °C	\$ 141.00
92	091-250-12	Mini Battery Voltage Meter, 12V	\$ 97.30
92	091-250-24	Mini Battery Voltage Meter, 24V	\$ 97.30
92	091-257	Switch Clock	\$ 108.00
93	091-231-E	Shore Power Alarm, Eaton Euro	\$ 53.70
93	091-231-N	Shore Power Alarm, Eaton NGR	\$ 53.70
93	091-231-S	Shore Power Alarm, Eaton SVR	\$ 53.70
93	091-248-E	Air Line Alarm, Eaton Euro	\$ 97.30
93	091-248-N	Air Line Alarm, Eaton NGR	\$ 97.30

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	091-55-063	PIN, GROUND, SUPER AUTO EJECT	\$ 5.50
	091-55-067	COVER, REAR, INJ. MOLDED FOR SUP A/E	\$ 19.70
	091-55-068	GASKET	\$ 2.30
	091-55-072	PLASTIC RECEPTACLE BOTTOM	\$ 4.40
	091-55-075	EJECT BRACKET ASSY, SUPER AUTO EJECT	\$ 43.80
	091-55-081	POWER CORD ASSEMBLY, 20AMP	\$ 32.90
	091-55-082	POWER CORD ASSEMBLY, 15AMP	\$ 28.50
	091-55-087	POWER CORD ASSEMBLY, EURO	\$ 28.50
	091-55-089	FLAT PIN ASSY, 15 AMP, 250 VOLT, EURO	\$ 6.60
	091-55-090	FLAT PIN ASSY, 15 AMP, 120 VOLT, EURO	\$ 6.60
	091-55-091	FLAT PIN ASSY, 20 AMP, EURO WIRE	\$ 6.60
	091-55-099	SOLENOID INPUT WIRE	\$ 15.50
	091-55-106	FLAT PIN, NEUTRAL, SUPER AUTO EJECT	\$ 3.40
	091-55-121	GASKET, EURO COVER BASE	\$ 4.40
	091-55-122	GASKET, EURO COVER LID, ROUND	\$ 4.40
	091-55-137	COVER REAR, FOR BACK-WIRE SUP A/E	\$ 31.80
	091-55-139-15-DC	RECEPTACLE, REPLACEMENT 15A 12/250V	\$ 56.90
	091-55-139-15-120	RECEPTACLE, REPLACEMENT 15AMP 120V	\$ 56.90
	091-55-139-20-120	RECEPTACLE, REPLACEMENT 20AMP 120V	\$ 56.90
	091-159-001	GROUND PIN	\$ 8.70
	091-159-002	LINE PIN	\$ 7.60
	091-159-007	GEAR RACK RETAINER	\$ 6.60
	091-159-008	GEAR, PINION	\$ 8.70
	091-159-009	BRACKET TERMINAL STRIP	\$ 15.50
	091-159-010	MOUNTING BRACKET (COMPLETE A/E)	\$ 36.10
	091-159-011	GASKET, MOUNTING BRACKET	\$ 4.40
	091-159-013	SUPER 30 COVER GASKET	\$ 4.40
	091-159-019	MOTOR/GEARBOX ASSEMBLY	\$ 218.20
	091-159-021	GEAR RACK SUPER 30	\$ 6.60
	091-159-023	NEUTRAL PIN ASSEMBLY	\$ 13.20
	091-159-024	LINE PIN ASSEMBLY	\$ 15.50
	091-159-025	GROUND PIN ASSEMBLY	\$ 15.50
	091-159-028	CONE ASSY, WIRES AND PLUG SENSOR PIN	\$ 80.90
	091-159-036	HOUSING MACHINED	\$ 37.30
	091-159-037	MOTOR BRACKET, NYLON MOLDED	\$ 13.20
	091-159-045	250 VOLT RECEPTACLE	\$ 14.30
	091-159-046-BL	CONE, 250 VOLT, BLUE	\$ 16.50
	091-159-046-YW	CONE, 120 VOLT, YELLOW	\$ 16.50
	091-159-060	COVER ASSY, REAR, STANDARD	\$ 28.50
	091-159-069	120 VOLT RECEPTACLE	\$ 14.30
	091-159-073	120 TO 250 VOLT PIG TAIL	\$ 244.70
	091-159-074	SUPER 30 AE BACK COVER, BACK WIRE	\$ 36.10

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93	091-248-S	Air Line Alarm, Eaton SVR	\$ 97.30
93	091-260-S	Auto Level Alarm (12V)	\$ 53.70
93	091-228	Bluetooth Module	\$ 163.90
93	091-228-007	Bluetooth Module, Optional Microphone	\$ 26.40
Spare Parts Pricing			
Ejection Units			
	ADS42	POP RIVET, 1/8" STEEL	\$ 1.20
	C091-18-053	HOUSING, MOUNTING FLANGE	\$ 23.20
	FVL1210-4R2	#8 RING LUG, 10-12 AWG INSULATED	\$ 1.20
	FVL1614-4R2	#8 RING LUG, 16-14 AWG INSULATED	\$ 1.20
	LC049HJ01M	SPRING, SOLENOID RETURN	\$ 1.20
	091-18-008	EJECT SPRING, AUTO EJECT WP	\$ 4.40
	091-18-016	BRACKET ASSY, AUTO EJECT	\$ 53.70
	091-18-046	120V VOLT, 15 AMP LABEL	\$ 1.20
	091-18-057	EJECT PIN, AUTO EJECT	\$ 11.10
	091-18-065-1	GASKET, WP COVER, ROUND	\$ 4.40
	091-18-065-2	GASKET, WP COVER, RECTANGULAR	\$ 4.40
	091-18-066	COVER SPRING, AUTO EJECT	\$ 3.40
	091-18-102	SOLID PIN MOLDED RECEPTACLE 15A 120V	\$ 48.20
	091-18-103	SOLID PIN UPGRADE KIT, 20AMP 120V	\$ 84.20
	091-18-104	SOLID PIN UPGRADE KIT, 15AMP 120V	\$ 55.80
	091-18-105	SOLID PIN MOLDED RECEPTACLE 20A 120V	\$ 48.20
	091-18-107	SOLID PIN 15AMP COMPLETE UPGRADE KIT	\$ 102.80
	091-18-108	SOLID PIN 20AMP COMPLETE UPGRADE KIT	\$ 135.50
	091-18-116	GROUND PIN ASSY, AUTO EJECT WP	\$ 8.70
	53732-87	SOLENOID, AUTO EJECT, 12 V DC	\$ 29.70
	53732-88	SOLENOID, AUTO EJECT, 24 V DC	\$ 34.00
	FS350-1-12	SOLENOID SUPER AE 15 & 20AMP 12 VOLT	\$ 30.80
	FS350-1-24	SOLENOID SUPER AE 15 & 20AMP 24 VOLT	\$ 30.80
	V3L2013-D9	MICRO SWITCH, SUPER AUTO EJECT	\$ 12.10
	091-55-001	MOLDED EJECTION PIN SUPER AUTO EJECT	\$ 6.60
	091-55-005	SUPER AUTO EJECT, EJECTING ARM	\$ 14.30
	091-55-027	SPACER, RUBBER (TRIGGER)	\$ 1.20
	091-55-028	TRIGGER, SUPER AUTO EJECT	\$ 11.10
	091-55-039	S AUTO EJECT, MICRO SWITCH BRACKET	\$ 15.50
	091-55-041-DC-SLD	RECEPTACLE, UPGRADE KIT, 15A 12/250V	\$ 64.50
	091-55-041-15-SLD	RECEPTACLE, UPGRADE KIT 15A 120VOLT	\$ 64.50
	091-55-041-20-SLD	RECEPTACLE, UPGRADE KIT 20AMP 120V	\$ 64.50
	091-55-048	EJECT SPRING KIT, SUPER AUTO EJECT	\$ 11.10
	091-55-056	BUMPER, RUBBER, UNDER ARM	\$ 2.30
	091-55-058	240 VOLT, 15 AMP LABEL	\$ 2.30
	091-55-062	FLAT PIN, POSITIVE, SUPER AUTO EJECT	\$ 5.50

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	091-159-077	120V/20A TO 120V/30A, 1 FOOT PIG TAIL	\$ 179.20
	091-159-PLATE	MOUNTING PLATE FOR SUPER 30	\$ 29.70
	700228FX	250V MALE CONNECTOR TO MAKE PIG TAIL	\$ 87.50
	091-28-016	O RING KIT, AIR EJECT	\$ 8.70
	091-28-12-SOL	AIR EJECT SOLENOID 12 VOLT DC	\$ 74.40
	091-28-24-SOL	AIR EJECT SOLENOID 24 VOLT DC	\$ 74.40
	091-28AK-HARDWARE PACK	WEATHERPROOF ADAPTER KIT, HARDWARE	\$ 3.40
	091-28AK-PLATE	MOUNTING PLATE FOR ADAPTER KIT	\$ 17.60
	091-28-BEZEL	BEZEL, AIR EJECT	\$ 17.60
	091-28-CV	CHECK VALVE, FOR AIR EJECT	\$ 25.30
	091-28-FC	FEMALE COUPLER	\$ 16.50
	091-28HP-12-SOL	AIR EJECT HP SOLENOID 12 VOLT DC	\$ 86.30
	091-28HP-24-SOL	AIR EJECT HP SOLENOID 24 VOLT DC	\$ 86.30
	091-28-MC	MALE COUPLER	\$ 8.70
	091-28-PRO	PLASTIC PROTECTOR FOR FEMALE COUPLER	\$ 8.70
Air Compressors			
	91627076	BRUSH CARD AND CIRC. BRKR ASSEMBLY	\$ 72.20
	091-28-CVSS	BALL CHECK VALVE, FOR 120V PUMPS	\$ 36.10
	091-9-957	UNLOADER KIT FOR AUTO PUMP 091-9B-1	\$ 134.40
	091-9-SOL-KIT	ELECTRONIC UNLOADER VALVE KIT	\$ 114.80
	3X681	PRESSURE SWITCH	\$ 29.70
	3X681-BRK	PRESSURE SWITCH WITH CIR. BREAKER	\$ 55.80
	3X682	PRESSURE SWITCH WITH UNLOADER	\$ 40.50
	3X683	PRESSURE SWITCH WITH BRASS COUPLER	\$ 43.80
	3X684	PRESSURE SWI. W/CIR. BREAKER HP PUMP	\$ 63.40
	K354	091-9B-1 REBUILD KIT, 2 PORT HEAD	\$ 120.20
	K757	091-9B-1 REBUILD KIT, 8 PORT HEAD	\$ 134.40
	K770A	091-9-12V REBUILD KIT	\$ 190.10
	SK688	SERVICE KIT, AUTO PUMP (091-9HP)	\$ 92.90

* This Price List is for Reference Only. All Items Subject to Price Increase without Notification

* For All Kit Item Substitutions Not Listed, Please Contact a Sales Representative for Pricing

* All Products Subject to a Restocking Charge

* No Returns on Orders Under \$50.00

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