CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
Kinloch Equipment & Supply Inc ("Contractor")
for
OEM Parts and Repair Services for Elgin Street Sweepers

Contract Number: MA 7800 NC250000116

The City accepts the Contractor's Offer for the above requirement and enters into the following Contract. This Contract is between **Kinloch Equipment & Supply Inc** having offices at 763 109th Street, Arlington, Texas, 76011-7603 and the City, a home-rule municipality incorporated by the State of Texas.

1.1 This Contract is composed of the following documents in order of precedence:

1.1.1 This Document.

1.1.2 Supplemental Terms, incorporated herein and attached as Exhibit A hereto.

1.1.3 Scope of Work, attached as Exhibit B hereto.

1.1.4 Exhibit C – Fleet Mobility Services Delivery Locations and Points of Contact.

1.1.5 Exhibit D – Flat Fee for Round-trip Pick-up and Delivery.

1.1.6 BuyBoard Contract No. 685-22 Construction, Road and Bridge, and Other Related Equipment, incorporated herein by reference.

1.1.7 Signed Employer Certification Wage Theft Ordinance – Responsibility Criteria form.

1.2 Term of Contract.

1.2.1 This Contract shall remain in effect for an initial term of 36 months, or the City terminates the Contract. This Contract may be extended beyond the initial term for up to two additional 12-month periods at the City's sole option.

1.2.2 The City reserves the right to transfer this contract by amendment to future BuyBoard contracts that supersede BuyBoard Contract No. 685-22, if the terms and conditions are favorable to the City.

1.3 Delivery. Delivery is to be made as specified in the Scope of Work.

1.4 Designation of Key Personnel. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	Name/Title	Phone Number	Email Address
Contractor Contract Manager	Jeff Jackson	713-473-6213	Jeff.Jackson@kinlochequip.com
City Contract Manager	John Villanueva	512-406-1288	John.Villanueva@austintexas.gov
City Contract Administrator, Procurement Specialist	Maggie Stenz	512-974-3020	Margaret.Stenz@austintexas.gov

1.5 **Invoices**. The City's preference is to have invoices emailed to the ordering Service Center location as identified in Fleet Delivery Locations Contacts document. Statements should be mailed to the address below:

	City of Austin
Department	Fleet Mobility Services
Attn:	Accounts Payable
Address	6800 Burleson Rd, Bldg. 312, Ste 165A
City, State, Zip Code	Austin TX 78744

For questions regarding your invoice/payment please contact the City Contract Manager.

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

By signing below, Contractor hereby certifies the following are true and will ensure the following will remain true throughout the term of this Contract:

1. That its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

2. That it has not in any way directly or indirectly:
   a. Colluded, conspired, or agreed with any other person, firm, or corporation, as to the amount of this contract or the terms or conditions of this contract.
   b. paid or agreed to pay any other person, firm, or corporation any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract.

3. That it has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Contract documents.

4. In accordance with Chapter 176 of the Texas Local Government Code, that the Offeror:
   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;
   b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $100 in the twelve-month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
   c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

5. Pursuant to City Council Resolution No. 20191114-056, that its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy. If the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

6. Pursuant to Texas Government Code §2271.002, the Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

7. Pursuant to Texas Government Code Chapter 2275, the Contractor verifies that if it will have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of this contract, that it is not owned by or the majority of stock or other ownership interest of the Contractor is not held or controlled by:
   a. individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
   b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
   c. headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

8. Pursuant to Texas Government Code Chapter 2274, the Contractor verifies that if it has 10 or more full-time employees, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

9. Pursuant to Texas Government Code Chapter 2276, the Contractor certifies that, if they have 10 or more full-time employees: (1) they do not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

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

Kinloch Equipment & Supply Inc.

Jeff Jackson
Printed Name of Authorized Person

Signature

Parts Director
Title:

8/20/25
Date:

CITY OF AUSTIN

Margaret Stenz
Printed Name of Authorized Person

Margaret Stenz Digitally signed by Margaret Stenz
Date: 2025.08.26 09:36:41 -05'00'
Signature

Procurement Specialist III
Title:

Date:

EXHIBIT A
SUPPLEMENTAL TERMS – COOPERATIVE
MA 7800 NC250000116

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1. GENERAL

1.1 INDEFINITE QUANTITY:

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

1.2 INVOICES:

A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.

B. Invoices shall be sent to the address on the Purchase Order of Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. 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. Invoices received without all required information cannot be processed and will be returned to the vendor.

C. Invoices for labor shall 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.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting 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.

1.3 PAYMENT:

A. All proper Invoices received by the City will be paid within 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 §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 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 under the terms of this Contract, are filed or there is 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 demonstrates 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, §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. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.

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 inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. 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 notice of non-appropriation.

1.4 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, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 552, Texas Government Code.

B. Records Retention:
i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
ii. The Contractor shall retain all records for a period of three 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.

1.5 TEXAS PUBLIC INFORMATION ACT:

A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. 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.

B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:

   i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;

   ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and

   iii. On completion of the Contract, either:

      (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or

      (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.

C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.6 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.7 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure 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.

1.8 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' Financial Services Department 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. **Non-Retaliation**: 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.

C. **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.

1.9 SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor Plan the Contractor shall comply with the provisions of Chapters 2-9A and 2-9B, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor 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 and 2-9B, 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 no later than the 10th 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 and services 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 follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11

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 10 calendar days after receipt of payment from the City.

1.10 INSURANCE:

A **<u>GENERAL INSURANCE REQUIREMENTS</u>**:

   i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. 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.

   ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

City of Austin – Central Procurement
P.O. Box 1088
Austin, Texas 78767

OR
PURInsuranceCompliance@austintexas.gov

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 authorized to do business in the State of Texas and have an A.M. Best rating 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 B., Specific Insurance Requirements, 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 exposure, 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 greater than $499,999 shall be disclosed on the Certificate of Insurance.

xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made, and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.

xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. **Specific Insurance Coverage Requirements**: The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.

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. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.

ii. **Commercial General Liability Insurance**: Coverage with minimum bodily injury and property damage per occurrence limits of $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:

a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
b. Independent Contractors coverage (Contractor/Subcontracted work);
c. Products/Completed Operations Liability for the duration of the warranty period;
d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) 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. 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**: 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. 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**.**

iv. **Property or Garage Keepers Insurance**: The Contractor shall provide Property or Garage Keepers liability for the required property coverage for vehicles in the care, custody, and control of the Contractor. Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contactor's care, custody, and control at any given time. The minimum limit of liability shall be $100,000 with the ability to increase to $500,000 during the Contract term.

(1) City of Austin shall be added as a loss payee.

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

2. GOODS

2.1 RESTOCKING FEES:

A. The Contractor may bill the City restocking fees (if specifically authorized by this Contract) 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.

3. SERVICES

3.1 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

A. Access to the Fleet Mobility Services Department building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Fleet Mobility Services building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the Fleet Mobility Services building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. 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.

EXHIBIT B
SCOPE OF WORK

1. PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Contractor(s) for Original Equipment Manufacturer ("OEM") parts, repair services for City-owned Elgin Street Sweepers on an as-needed basis. The intent of this contract is to provide non-warranty repair services; however, the Contractor shall be authorized by the manufacturer to provide warranty repair services.

The Contract will be utilized by the City's Fleet Mobility 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 Back-ordered (or Out-of-Stock) Parts: Parts that are not currently in stock but have been ordered or will be ordered.

2.2 Code Red: A term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay express shipping charges.

2.3 Emergency Disaster Services: Services provided by the Contractor during an emergency or major disaster to repair City vehicles and/or equipment ahead of all other non-City vehicles and/or equipment at the Contractor's facility.

2.4 Expedited Repair Services: When the City requests priority or accelerated repair services for City-owned vehicles and/or equipment.

2.5 Non-Stock Parts: Low usage, high dollar parts that are not kept in inventory.

2.6 Off-Shift Hours: Any hours other than Monday through Friday, 7 AM – 4 PM local time.

2.7 Repair: To return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating or usable condition or state.

2.8 Service Center: Any City facility where vehicles and equipment are repaired or serviced.

2.9 Special Order Items: Parts that are hard to obtain 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.

2.10 Stock Parts: High turnover parts that are most commonly needed by the City.

2.11 Working Days: Monday through Friday, 7 AM–4 PM, excluding City Holidays.

2.12 Preventive Maintenance: Preventive Maintenance on vacuum trucks consists of inspecting the sweeper components for wear, damage, and leaking components. Preventive Maintenance will also include cleaning, lubricating, and adjusting all belts, arms, and sweeper head clearances.

3. CONTRACTOR QUALIFICATIONS

The Contractor shall:

3.1 Have a minimum of three (3) consecutive years of experience providing parts and repair services within the last five (5) years to municipalities or organizations similar in size and scope to the City. Prior to

award determination, the City may require contractors to provide proof of experience of projects/services provided within the past five years.

3.2 Be a manufacturer-authorized parts dealer/reseller for the specified vehicles and equipment.

3.3 Have and operate a full-time, manufacturer authorized warranty repair facility that is equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide warranty services (when requested by the City) for the specified vehicles and equipment.

3.4 Provide proof of authorized status with manufacturers by submitting one of the following:

3.4.1 **Authorized Distributor Certificate**: An official certificate issued by the manufacturer confirming the Contractor's status as an authorized distributor, dealer, or reseller.

3.4.2 **Dealer Agreement**: A copy of the dealer agreement or contract that outlines the Contractor's relationship with the manufacturer and authorization to sell their products.

3.4.3 **Letter of Authorization**: A letter from the manufacturer specifically stating that the Contractor is authorized to distribute their products.

3.5 Maintain a storage area that is reasonably secure from vandalism or theft for all City vehicles and equipment in the Contractor's possession.

3.6 Have a minimum of two (2) service technicians, qualified to work on the specified vehicles and equipment. The Contractor shall submit proof of technician experience, certifications, and training, within five (5) working days of request by the City.

3.7 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 (SPOC) and relevant contact information (name, phone number, 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 or their designee.

4.1.1.1 An authorized City representative will contact the Contractor by e-mail or telephone to place an order for parts or to request repair services.

4.1.2 Be responsible for any and all damage to City vehicles, equipment, or property by the Contractor's representative actions.

4.1.2.1 If damage occurs, Contractor shall notify the Contract Manager or their designee immediately.

4.1.2.2 The Contractor shall repair any damage to the satisfaction of the City, at no cost to the City. The City may however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

4.1.3 Notify the Contract Manager or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding all City purchased parts within two (2) weeks of publication.

4.1.4 Provide a report for the City department of all parts or repair services performed 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.

4.1.4.1 For repair services, the City prefers that the report shall itemize the repair date, requesting Service Center, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and the repaired vehicle or equipment identification number (license plate, VIN or unit number).

4.1.4.2 For parts, 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.

4.1.5 Be responsible for the safeguard of all city vehicles, equipment and property on/within the Contractor premises. Ensure that only Contractor's employees can access City property and that no one else is able to approach and/or enter the vehicle at any time while in Contractor's possession.

4.2 **Repair Services**

The Contractor shall:

4.2.1 Provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the specified repairs and preventive maintenance according to the manufacturer's recommended repair techniques and standards.

4.2.2 Perform all repair services and preventive maintenance on the Contractor's premises unless repairs are required to be subcontracted out. When necessary, repairs may be made onsite at a City Service Center.

4.2.3 Pick up and/or return all operable City vehicles and equipment to and/or from the Contractor's repair facility, as requested by the City. The vehicles and equipment in need of repair shall be picked up within one (1) working day after notification by the City and returned from the Contractor within one (1) working day after completion of the repair, or at a time mutually agreed to between the Contractor and authorized City representative.

4.2.3.1 On occasion, the City will provide transportation for the vehicles and equipment to the Contractor's premises. Upon completion of repair, the Contractor shall return the vehicles and equipment to the City within one (1) working day after completion of the repair, or at a time mutually agreed to between the Contractor and authorized City representative.

4.2.4 Diagnose the vehicle/equipment for repair and provide a written estimate to the Fleet Service Center Manager or their designee within two (2) working days after taking possession of the vehicle/equipment, or at a time mutually agreed to between the Contractor and authorized City representative. The written price estimate shall include:

4.2.4.1 The vehicle or equipment identification number (license plate, VIN or unit number)
4.2.4.2 Description of the cause of failure
4.2.4.3 Description of the correction or repair needed to fix the failure
4.2.4.4 The estimated labor hours and projected price based on Contracts labor rate
4.2.4.5 Description of the parts needed to make the repair and associated Contract price
4.2.4.6 The total price to complete the repair services
4.2.4.7 The expected amount of time needed for the Contractor to complete the repair

4.2.5 Not proceed with repairs until after receiving written authorization (e.g., email) and a unique delivery order from an authorized Fleet Mobility Services (FMS) representative based on the written estimate provided by the Contractor. The Contractor shall not proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.

4.2.6 Notify the requesting authorized FMS representative of any hidden damage discovered that increases the original estimate provided to the City. The Contractor shall submit a new estimate that identifies any additional cost, material, and time added based on the hidden damage to the requesting authorized City representative for written approval and an updated delivery order before proceeding with the repairs.

4.2.7 Complete the repair within the timeframe specified in the estimate after receipt of written approval to proceed with the repair from the authorized FMS representative. If more time is required to complete the necessary repairs the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be completed. The authorized City representative will provide the Contractor with a written (e.g., email) approval or denial of the extension request.

4.2.8 Understand that the City may inspect and/or test the vehicle/equipment within two (2) working days of receipt of the repaired vehicle to ensure the repair was completed in a satisfactory manner.

4.2.8.1 If the City detects deficiencies in the repair, the City will reject the receipt of the vehicle/equipment, and the Contractor shall correct the deficiencies in the repair at its own expense, which shall include picking up and returning the vehicle/equipment if applicable.

4.2.8.2 The Contractor shall arrange for pickup of the vehicle/equipment within one (1) working day of notification, complete the corrective repair, and return the vehicle/equipment within two (2) working days of notification by the requesting authorized City representative, or at a time mutually agreed to between the Contractor and authorized City representative.

4.2.8.3 The City reserves the right to conduct any tests or inspections deemed necessary to confirm repairs and parts conform to the vehicle/equipment manufacturer's specifications. The inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the vehicle/equipment manufacturer's specifications and are fit for their intended use.

4.2.9 Be responsible for the risk of loss or damage to all vehicles and equipment and parts in the care, custody, and control of the Contractor until accepted by an authorized City representative.

4.2.10 Return all non-usable cores to the requesting authorized City representative upon completion of each repair, if requested by the City. The Contractor shall not charge a fee for usable cores removed from a City vehicle/equipment repaired at the Contractor's facility.

4.2.11 Provide any parts removed in the repair of the vehicle/equipment for verification purposes upon request by an authorized City representative.

4.2.12 Provide a 12-month labor warranty for all repair services. The Contractor shall provide a copy of the labor warranty to the requesting authorized City representative with each delivery, or within five (5) working days of request by an authorized City representative.

4.2.13 Not charge the City additional fees for repair services performed during the Contractor's off-shift hours.

4.3 **Parts**

4.3.1 General

The Contractor shall:

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

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

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

4.3.1.2 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.

4.3.1.3 Have an adequate parts inventory 95% of the time in order to complete repairs and fill part orders within the timeframe stipulated in this Scope of Work.

4.3.1.4 Provide a minimum of a ninety- (90) day warranty or the standard period as provided by the manufacturer, whichever is for the greatest length of time, for defects in material and workmanship.

4.3.1.4.1 The warranty period for all parts shall start when the part is installed on the City vehicle/equipment as evidenced by the Contractor's invoice for repair services or City work order.

4.3.1.4.2 This warranty shall provide for replacement parts and shall include pick-up and return of the vehicle or equipment, removal of the defective part and installation of the replacement part at no additional cost.

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

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

4.3.2 City Inventory/Stock Parts

The Contractor shall:

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

4.3.2.2 Maintain a stock level equivalent to a two- (2) week supply of inventory. The Contractor and Contract Manager or their designee will develop and mutually agree on a parts list and associated supply levels to maintain the two-(2) week 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 or their designee.

4.3.2.3 Provide confirmation of the shipment quantity within two (2) hours after the City places an order by e-mail 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.

4.3.2.4 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 and standard freight charges. No additional expedited shipping charge (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.

4.3.2.5 Deliver parts to the ordering Fleet Service Center as indicated below:

4.3.2.5.1 Stock parts ordered before 10:00 a.m. shall be delivered to the ordering Service Center, no later than 2:00 p.m. the next working day. Parts ordered after 10:00 a.m. shall be delivered within two (2) working days after the order is placed.

4.3.2.5.2 Non-Stock Parts shall be delivered to the ordering Service Center within three (3) working days of request from an authorized City representative placing an order. If delivery cannot be made as specified, the Contractor shall notify the requesting authorized City representative with an estimated delivery date.

4.3.2.5.3 Back-ordered Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.

4.3.2.5.4 Special Order Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.

4.3.2.6 The City may require a stock lift on a quarterly basis:

4.3.2.6.1 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.

4.3.2.6.2 The date for the quarterly stock lift shall be mutually agreed upon between the Contractor and the Fleet Services Materials Control Manager or designee.

4.3.2.6.3 No restocking fees will be assessed for parts returned during a quarterly stock lift.

4.3.2.6.4 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 of the Terms and Conditions of the Contract.

4.4 **Expedited Repair Services, Emergency Disaster Services, Code Red Parts Orders**

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

The Contractor shall:

4.4.1 Provide expedited repair Services when requested by an authorized City representative. The Contractor shall provide an estimate within twenty-four (24) hours after accepting a unit for expedited repair services. Repairs shall be completed within seven (7) business days after taking possession of the vehicle. If additional time is needed for repairs the Contractor shall request additional time in writing, via email. The Fleet Services designee shall provide approval in writing before Contractor may proceed with repairs.

4.4.2 The Contractor may assess a flat dollar amount per vehicle/equipment repair for expedited repair services as specified in the Price Sheet. The Contractor shall note expedited repair services on the invoice when authorized by the City.

4.4.3 Provide Emergency Disaster Services when requested by an authorized City representative in the event of a City declared emergency or major man-made or natural disaster. When requested, the Contractor shall provide repair services to all City vehicles and equipment with an accelerated completion time.

4.4.3.1 Provide repair services to all City vehicles with an accelerated completion time and place these repairs ahead of all other repairs on the Contractor's premises.

4.4.4 Provide an emergency point of contact and relevant contact information (name, cell and office phone numbers, email, etc.) who is on-call twenty-four (24) hours per day, including weekends and holidays, to the Contract Manager upon request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager. The Contractor shall notify the Contract Manager of any changes to the emergency point of contact.

4.4.5 Deliver Code Red orders, which require immediate shipping with overnight delivery.

4.4.5.1 The delivery order will specify code red, and the Contractor shall include the term "Code Red" on invoices when the City authorizes and specifies Code Red on the delivery order.

4.4.5.2 The Contractor may assess an expedited shipping charge (e.g., FedEx, UPS, Priority Mail, etc.) for any code red orders placed by the City. Shipping charges will not be paid for Code Red orders not delivered accordingly.

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

4.5 Meetings

4.5.1 The Contractor may be required to attend a post-award, or contract kick-off, meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the contract expectations.

4.5.2 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. 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.

5. **CITY REQUIREMENTS**

The City will:

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 or telephone to place an order for parts or requesting repair services. 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.

6. **SPECIFIC INVOICE REQUIREMENTS**

6.1. The Contractor shall provide an itemized invoice to the Fleet Service Center Manager or their designee, upon completion of each repair. The invoice shall include the following information:

6.1.1. Date repairs were authorized

6.1.2. List of repairs made

6.1.3. Date repairs were completed

6.1.4. Itemized list of parts and other products used for the repairs

6.1.5. Number of labor hours associated with the repairs

6.1.6. Repaired unit identification (unit number, license plate, or VIN)

6.2. The City's preference is to have invoices emailed to the ordering Service Center location as identified in EXHIBIT C – Fleet Mobility Services Delivery Locations and Points of Contact.

6.3. For questions regarding invoicing or payment, the Contractor should contact the City Contract Manager.

7. **WORK HOURS.** The City will not pay off-shift rates for repairs performed. Off-shift hours are any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. CST.

8. **PICKUP AND DELIVERY REQUIREMENTS.** Pickup and delivery shall be made at Fleet Service Center 11, 6301-J Harold Court, Austin, Texas, 78721, during normal City business hours Monday through Friday between the hours of 7:00 A.M. and 5:00 P.M. CST except for City-recognized legal holidays and weekends unless requested by Fleet Mobility Services in advance. Fleet Mobility Services may designate the use of a different Fleet Service Center at their discretion.

9. **MILEAGE.** Mileage is not reimbursable, and the Contractor shall not bill for mileage. However, the Contractor may charge one flat fee as indicated on Exhibit D for pickup and delivery of units under repair on Contractor's premises.

EXHIBIT C --
CITY OF AUSTIN FLEET MOBILITY SERVICES
DELIVERY LOCATIONS AND POINTS OF CONTACT

Service Center #1 Adrian Alejo, Manager 512-974-2310 Robert Opheim, Supervisor – 1st shift Christopher Crossland, Supervisor – 2nd shift Richard Zapata, Service Consultant – 1st shift Sam Rivera, Service Consultant – 2nd shift 6301-A Harold Court Austin, Texas 78721 servicecenter1DL@austintexas.gov Main Tel. No. (512) 974-1703 / Fax: (512) 974-2233	**Parts Room - Service Center #1** Jose Herrera (512) 974-1772 Joseph Leonard (512) 974-1722 Email: FleetPartsPA1DL@austintexas.gov
Service Center #5 Keith Barrington, Manager 512-974-1771 Robert Muller, Supervisor – 1st shift George Topasna, Supervisor – 2nd shift Rafferty Brewer-Vogt, Service Consultant – 1st shift Ryan Knelleken, Service Consultant – 2nd shift 714 East 8th Street Austin, TX 78701 servicecenter5DL@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9909	**Parts Room - Service Center #5** Ruben Orosco (512) 974-1721 Email: FleetPartsPA5DL@austintexas.gov
Service Center #6 Ernest Lopez, Interim Manager – 2nd shift Jesse Ruiz, Supervisor – 1st shift Richard Fitch, Service Consultant – 1st shift Vacant, Service Consultant – 2nd shift 1182 Hargrave St. Austin, TX 78702 servicecenter6DL@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 974-9156	**Parts Room - Service Center #6** **Gordon McClendon, Stores Coordinator** (512) 974-9162 Daniel Ramirez (512) 974-1743 Kaily Aufdenkamp (512) 974-1825 Email: FleetPartsPA6DL@austintexas.gov
Service Center #8 Joseph Jenkins, Manager Paul Conde Supervisor – 1st shift Craig Subbert, Supervisor – 2nd shift Matthew Andrews, Service Consultant Vacant, Service Consultant – 2nd shift 4411-D Meinardus Rd. Austin, TX 78745 servicecenter8DL@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 416-1635	**Parts Room - Service Center #8** **Raymond Solis, Stores Coordinator** (512) 974-1780 **Fernando Sanchez, Stores Coordinator** (512) 974-3029 Daniel McCoy (512) 974-9020 Joseph Arana (512) 974-1797 Email: FleetPartsPA8DL@austintexas.gov
Service Center #11 David Jones, Acting Manager 512-974-2489 Eddie Raymond, Acting Supervisor – 1st shift Ector Gonzalez, Supervisor – 2nd shift Edward Guerrero, Service Consultant 6301-J Harold Court Austin, TX 78721 servicecenter11DL@austintexas.gov Main Tel. No.: (512) 974-2389 / Fax No.: (512) 974-9055	**Parts Room - Service Center #11** **Mike Maharidge, Stores Coordinator** (512) 974-9022 David Natal (512) 974-1756 Email: FleetPartsPA11DL@austintexas.gov
Service Center #12 David Jones, Manager 512-974-2489 Chad Evans – Supervisor 512-974-2601 Juan Chavez, Acting Supervisor Rocha Onecimo, Service Consultant 4108 Todd Lane Austin, TX 78744 servicecenter11DL@austintexas.gov Main Tel. No.: (512) 974-4368 / Fax No.: (512) 974-4328	**Parts Room - Service Center #12** **Mike Maharidge, Stores Coordinator** (512) 974-9022 Jaun Sanchez **Email: FleetPartsPA11DL@austintexas.gov**

EXHIBIT C --
CITY OF AUSTIN FLEET MOBILITY SERVICES
DELIVERY LOCATIONS AND POINTS OF CONTACT

Service Center #13
Kevin Brown, Manager
Johnny Easley, Supervisor – 1st shift
Tony Mercado, Supervisor – 2nd shift
Ryan Jenkins, Service Consultant – 1st shift
2412 Kramer Lane, Bldg. A
Austin, TX 78758
servicecenter13DL@austintexas.gov
Main Tel. No.: (512) 978-2340 / Fax No.: (512) 978-2350

Parts Room - Service Center #13
Isaac Mata, Stores Coordinator (512) 978-2342
John Anderson (512) 974-2687

Email: FleetPartsPA13DL@austintexas.gov

Vehicle Services Division
Eddie Goebel, Fleet Program Manager (512)978-2639
Ross Bayer, Fleet Program Coordinator (512)978-2631
6400 Bolm Rd
Austin, Texas 78721
eddie.goebel@austintexas.gov
ross.bayer@austintexas.gov

Vehicle Service Division -- Wireless
Chris Alvarez, Stores Coordinator (512) 974- 4319

Email: christopher.alvarez@austintexas.gov

Materials Control
6301-K Harold Court
Austin, Texas 78721

Lonnie Jones, Materials Control Supervisor
Assigned Service Centers:

Parts Rooms SC 06, 11, 13, Tire Shop
Office (512) 974-1744
Email: lonnie.jones@austintexas.gov

Denisia Espino, Materials Control Supervisor
Assigned Service Centers

Parts Rooms SC 01, 08, 12
Office (512) 974-8782
Email: denisia.espino@austintexas.gov

Luis Ruiz, Materials Control Supervisor
Assigned Service Centers

Parts Rooms SC 05, 13
Office (512) 974-1537
Email: luis.ruiz@austintexas.gov

Fleet Tire Shop
Daniel Dominquez, Stores Coordinator
6301-K Harold Court
Austin, TX 78721

Email: daniel.dominquez@austintexas.gov
Main Tel. No.: (512) 974-1788

Fleet Administration – Contract Management
6800 Burleson Road, Bldg. 312, Ste. 165
Austin, TX 78744

Leyla Mammadova, Contract Management Supervisor II
(512) 974-1749 Fax: (512) 974-1769
leyla.mammadova@austintexas.gov

Andrew Dillavou, Contract Management Specialist IV
(512) 974-1764
andrew.dillavou@austintexas.gov

John Villanueva, Contract Management Specialist III
(512) 974-1543
john.villanueva@austintexas.gov

Christina Harding, Contract Management Specialist III
(512) 974-1755
christina.harding@austintexas.gov

Craig Higdon, Contract Management Specialist II
(512) 978-1522
craig.higdon@austintexas.gov

Virginia Soto-Reynolds, Temp Contract Management Specialist
(512) 974-2629
virginia.soto-reynolds@austintexas.gov

Norma Chavez, Temp Contract Management Specialist
(512) 974-1532
norma.chavez@austintexas.gov

Fleet Administration – Accounts Payable
6800 Burleson Road, Bldg. 312, Ste. 165
Austin, TX 78744
COAFleetAP@austintexas.gov

Pamela Olivas – Accountant III (512)974-1753
Lori York – Accounting Associate II (512)974-1767
Deborah Layne – Accounting Associate III (512)974-2119
Jeff Steadman – Accounting Associate III (512)974-1765

EXHIBIT D
Flat Fee for Round-trip Pick-up and Delivery

Description	Price
Flat Fee for Round-trip Pick-up and Delivery	$400

EMPLOYER CERTIFICATION
WAGE THEFT ORDINANCE – RESPONSIBILITY CRITERIA
CITY OF AUSTIN

Any Employer that submits an offer to the City seeking award of a city contract prior to awarding a contract are required to certify that they have not been adjudicated for certain offenses related to wage theft. See City of Austin Ordinance No. 20221201-031. "Wage theft" and "adjudicated" are to be understood per the definitions set forth in Austin City Code Chapter 4, § 4-22-1 (G) and (H).

Solicitation or Agreement Title: MA 7800 NC250000116

Solicitation Posting Date or Agreement Start Date: September 25, 2025

All Employers are required to complete the City of Austin Wage Theft Training within 30 days of being awarded a contract with the City. Contact the Wage Compliance Team to register for a class.

I hereby certify, under penalty of perjury under the laws of the State of Texas, that the below certification is true and correct and that I am authorized to make the following certification on behalf of the firm listed herein.

CERTIFICATION:

This firm has NOT been adjudicated for wage theft related incidents as defined in Austin City Code Chapter 4, § 4-22-1 (G) & (H) within five (5) years prior to the above-stated date. Furthermore, this firm agrees to abide by the items outlined in Section 4-22-5 (B) and Section 4-22-6 (A) of the Austin City Code.

Firm Name: Kinloch Equipment + Supply
Name of Employer - Print Full Legal Entity Name of Firm

Signed: [signature]
Signature of Authorized Person

JeFF Jackson
Print Name of Person Making Certification for Firm

Title: Parts Director
Title of Person Making Certificate

Place: Pasadena, TX
Print City and State Where Signed

Date: 8/19/25